

IN THE UNITED STATES DISTRICT
COURT FOR THE WESTERN DISTRICT OF
TEXAS -- SAN ANTONIO DIVISION

WINDMILL WELLNESS RANCH, §
L.L.C. §
Plaintiff, §

V. §

Case No. 522-CV-1201

UNITED SERVICES §
AUTOMOBILE ASSOCIATION §
Defendant. §

PLAINTIFF'S ORIGINAL COMPLAINT

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Windmill Wellness Ranch, LLC., (“Windmill”) Plaintiff, which files this, its Original Complaint for itself and additionally in the name of the medical patients whose medical claims are at issue in this cause of action. These individuals all sought and received treatment at Windmill, and they are also insureds and/or beneficiaries of what are on information and belief a United Services Automobile Association (“USAA”) Medical Care Plan. These individual patients/plan beneficiaries will be collectively referred to herein as “Patients”. These individuals are identified by their initials in Exhibit 1, attached hereto.

1. Windmill and Patients bring this action complain of the USAA Group Medical Care Plan in its capacity as plan sponsors, plan administrators or claim administrators of health insurance plans and/or employee welfare benefit plans in connection with USAA’s role as the insurer and/or administrator of health insurance and health plan products. As grounds for their complaints and causes of action, Plaintiff

would most respectfully show this Honorable Court the following:

I.

Parties

2. Plaintiff, Windmill Wellness Ranch, LLC (hereinafter referred to as (“Windmill”)) is a Texas limited liability company with its principal place of business in Canyon Lake, Comal County, Texas.

3. “Patients” are those individuals that are (or were) insureds and/or members or beneficiaries of a USAA health welfare benefit plan that is named as a Defendant in this action. While excluding the protected personal health information of each member, the Patients are listed to this complaint by initial and claim number on Exhibit 1 as attached hereto.

4. Defendant, United Services Automobile Association (“USAA”) individually and in its capacity as Trustee, Fiduciary, Administrator, and Sponsor of USAA Medical Care Plan, is a Texas Corporation and may be served by serving its registered agent for service Corporation Service Company at 211 East 7th Street, Suite 620 Austin, TX 78701-3218.

5. Defendant, the USAA EBA Group Medical Care Plan is on information and belief an Employee Welfare Benefit Plan pursuant to 29 U.S.C. § 1002 (1) and may served by serving its registered agent for service, Corporation Service Company at 211 East 7th Street, Suite 620 Austin, TX 78701-3218.

6. The Secretary of Labor will be served with a copy of this Complaint by certified mail as required by 29 U.S.C. § 1132 (h).

7. The Secretary of the Treasury will be served with a copy of this Complaint by certified mail as required by 29 U.S.C. § 1132 (h).

II.

Jurisdiction and Venue

8. This case is within the subject matter jurisdiction of this Court pursuant to 29 USC §§ 1001, *et. seq.* of the Employment Retirement Income Security Act (“ERISA”) and under 28 USC § 1331 (federal question jurisdiction). Venue is proper and appropriately established in this Court pursuant to 28 USC § 1391(b)(2), as the named defendant resides in this federal district and the patient insured under the benefit plan reside in this Federal District, and Defendants conduct business in this District, and a substantial part of the events, acts or omissions that give rise to the claims herein occurred in the Western District of Texas. Pursuant to 29 U.S.C. § 1132 (e)(2), venue is proper in the Western District of Texas.

III.

Introduction and Factual Background

9. Windmill is a co-occurring inpatient and outpatient treatment center specializing in substance use disorders, trauma therapies, and mental health services that serves patients from all over the United States. Windmill is licensed by the state of Texas as a Substance Abuse Treatment Facility, whereby the facility provides residential detoxification, intensive and supportive residential services, and outpatient substance abuse treatment services. Additionally, Windmill is one of very few treatment centers

that are designated by the State of Texas as a COSPD (co-occurring psychiatric disorders) facility.

10. In this regard, Windmill offers a full medical detoxification wing and provides continuing and co-occurring treatment and medically necessary services to residents and patients, including but not limited to detoxification, inpatient, partial inpatient and outpatient care and depending on the level of care and specific clinical needs required by each patient. Being a co-occurring treatment facility, Windmill not only provides treatment for substance abuse disorders (i.e. opiate, narcotics, cocaine, etc.) and behavioral addiction (gambling, food, etc.), but Windmill also provides behavioral and mental health treatment for underlying conditions, including but not limited to bi-polar disorders, major depressive disorders, PTSD, various forms of trauma, anxiety disorders and chronic pain. Thus, the facility is not just a substance abuse facility, but is also fully staffed and equipped to properly diagnosis and treat co-occurring conditions with the proper modality of therapy or medication management. Windmill is also accredited by the Joint Commission on Accreditation of Healthcare Organizations to provide behavioral and mental health services to its patients.

11. The claims in dispute involve treatment provided to different patients that had health benefit plans and/or employer plans with USAA at the times the services were provided. On information and belief, all the members and USAA employees identified on Exhibit 1 as attached hereto were Participants and Beneficiaries of the USAA Employee Benefit Plan.

12. The purpose of the USAA Benefit Plan is to provide for the payment of eligible medical expenses.

IV.

Verification of Benefits and Authorizations to Provide Services

13. At all times relevant hereto, Windmill was not contracted via preferred provider agreement or network agreement with the USAA plan or the third party administrator for the plan. As a result, services provided to the patients that received care at Windmill, the claims for which are made the basis of this lawsuit, are considered out-of-network.

14. For this reason, it is the routine and customary business practice of Windmill to contact the plan or the plan's third party administrator (or any other health insurance company) prior to, or upon a prospective patient presenting to the facility seeking treatment for substance abuse, addiction, or mental disorders. Often, these patients present in urgent conditions and are in immediate need of care. For each prospective patient that identified themselves as a USAA member, Windmill personnel called or contacted the USAA plan and/or its third party administrator and agent to confirm with certainty whether the patient had out of network benefits available for the services being sought, what categories of medical services were covered, and the extent of that coverage. Windmill also inquired about precertification requirements and sought preauthorization for the services, if required. Windmill provides Patients differing levels of care, from Detoxification (DTX), Residential Treatment (RTC), Partial

Hospitalization (PHP) and Intensive Outpatient Program (IOP) care depending on their condition, diagnosis and medical needs. Thus, representatives contacted the utilization review agents for the USAA Plan and obtained pre-authorization for the services provided to the patients and also contacted representatives of the Plan Supervisor and Third Party Administrator for the USAA Plan and verified each patient's enrollment and group health plan coverage under the USAA Employee Benefit Plan.

15. At all times relevant here and on information and belief, Aetna acted as the third party administrator of the plan and was at all times acting as the actual or ostensible agent of the USAA plan.

16. Upon admission, Windmill also inquires specifically about the rates that will be paid for its services. Windmill asks the plan or administrator of the plan whether it will pay the Usual and Customary Rates ("UCR") for out of network benefits and services. If not, Windmill specifically requests a description of the benefits available under a given patient's health insurance policy or employee welfare benefit plan to determine the method and measure of reimbursement it can expect to be paid, and at least attempts to gauge some measure of calculating the patient's financial liability. For the claims made the basis of this suit, Aetna and or the plan provided varying representations of what would be paid for services provided to the USAA members. For some claims made the basis of this dispute, it was represented that the patient's plan would indeed pay "UCR" or "reasonable and customary" rates. Absent an agreed payment rate under a contract, usual and customary rates often serve as the basis for

paying out of network benefits. The Centers for Medicare Services (CMS) has defined UCR as: “the amount paid for a medical service in a geographic area based on what providers in the area usually charge for the same or similar services” or in other words, the providers’ charges for the services. As will be further demonstrated to the Court, the reimbursement to Windmill by the USAA plan to date has fallen well short of UCR, or any other commercially reasonable criteria. Often, Preferred Provider Plans (PPOs) are more costly as the plans provide those members may access out of network providers. How out of network providers are reimbursed under benefit plans are important as the members are responsible for the difference between the usual and customary charges and what the plan actual pays for out of network services. Inappropriate underpayment to providers leads to plan beneficiaries being responsible for the balance of the UCR charges and the patient and provider then bear the burden of that difference, unless properly paid by the plan or insurer.

17. For other claims, the Plan or its TPA, Aetna, represented that the plan would pay the “allowable amount”, which is never defined and intentionally vague. At other times, it is represented that the plan would pay a Medicare allowable or a percentage of the Medicare allowable. The Plan apparently alleges that some sort of Medicare-based reimbursement methodology or an “allowable amount” is being applied for the services provided to its members in determining the payment rates under the plan. These vague descriptions are vague and illusory, as there are no established Medicare rates for the level of care and types of services that are provided at Windmill. Medicare does not provide a rate for an inpatient residential treatment center, or the

level of care provided by Windmill; however, service codes for very similar services do exist that are used by Medicare. When service codes for Windmill's services are itemized and reimbursement for each code is calculated, the reimbursement by Medicare for those services and codes exceeds the amount paid to date by the Plan. In other instances, USAA or Aetna employees have stated that the applicable plan for a given patient would pay Windmill the "allowable rate" or the "allowable amount" under the applicable employer plan; however, no USAA plan to date has been willing to disclose the basis for its reimbursement calculations to Windmill. This is likely because there is no reasonable basis for the amounts paid.

18. To further demonstrate these fact, FAIR Health rates for the same and/or similar services far exceeds the amounts paid by the USAA plan to date. FAIR Health is an independent, not for profit organization that provides information about healthcare costs with health insurers providing over a billion healthcare bills, which are added to FAIR Health's database of more than 34 billion claims. FAIR health compiles that data and information from those claims to estimate what providers charge, and what insurers pay, for providing healthcare to patients all across the country including specific geographic regions. That's information is made available to consumers, researchers, businesses, etc. Many states including Texas look to FAIR Health data for consumer protection. The Texas Department of Insurance announced it would be utilizing FAIR Health Data for determining appropriate reimbursement for out of network surprise billing disputes. FAIR health benchmarks show that USAA has underpaid the services on a grand scale. As an example, Windmill's charges for the detoxification level of care

are \$4800 per day. FAIR Health data shows usual and customary payment by plans at the *80% percentile of usual and customary* for the region for detox to be \$3,913.00. Windmill's charges for residential care are \$4200 per day FAIR Health data shows usual and customary allowable at the 80th percentile to be \$3,425.00 for the same services. For partial hospitalization, Windmill charges \$2,275.00 per day. FAIR Health data shows the 80th percentile of usual and customary payment to be \$1,898.00 for these services. Again, FAIR Health data reflects that usual and customary reimbursement at the 80% percentile to be \$1,335 for this level of care. The USAA plan has come nowhere near these payment levels for services provided to USAA members. The disparity in reimbursement for the same levels of care and the exact same services cannot be justified. USAA's own inconsistent payments for the exact same services demonstrate the claims were underpaid by any standard, particularly usual and customary rates. Windmill and Patients would show that the USAA Plan's "allowable" reimbursement rates and levels of reimbursement lack objectively verifiable criteria to make them commercially reasonable, and are inconsistent, even for services provided to the same patient or patients insured by the same employer's plan. Rather, the extremely low reimbursement simply passes the cost of the care to the member, who owes the balance of the billed charges, and Windmill.

V.

Windmill Secured Assignments and Power of Substitution from its Patients

19. For each of the patients whose admissions are made the basis of this

lawsuit, the patient that was admitted to Windmill executed a set of documents that included: (1) an assignment of benefits and; (2) a document appointing Windmill as the patient's authorized personal representative to take all actions necessary to pursue administrative appeals and/or legal actions on behalf of the patient. The Assignments and Authorizations to Appeal expressly authorize that Windmill is authorized to pursue legal remedies on behalf of the member/patient. The documents provide, *inter alia*, as follows:

“I hereby voluntarily designate, authorize, and convey Windmill Wellness Ranch and its representatives, to the full extent permissible by law, to be my personal authorized representative regarding all rights and claims related to any services provided at this facility, which authorizes Windmill Wellness Ranch to:(1) submit any and all appeals when any entity denied me a benefit to which I am entitled;(2) act on my behalf in connection with any claim, right, or cause of action that may arise under my plan; (3) act on my behalf to pursue such claim, right, or cause of action in connection with said plan including, but not limited to, the right and ability to act as my authorized representative, with respect to a benefit plan governed by the provisions of ERISA as provided in 29 C.F.R.2560.503-1(b);” (emphasis added)

20. Every patient/member made the basis of this dispute executed such assignments and authorizations for Windmill to act on their behalf and each entity verified that that member had available out of network benefits for the care to be provided. Windmill therefore has the right and appropriate standing to pursue plan benefits not only as the assignee of the plan participant under ERISA, but also as the appointed personal and legal representative of the patient/member. Thus, Windmill is authorized and legally appointed to bring the claims in this lawsuit in the name of and

as the actual patient/member as well as an assignee. Thus, Windmill is seeking to recover payment pursuant to express plan provisions for the valuable services provided under ERISA governed benefit plans, as well as payment for the benefits that the Defendants have denied in connection with non-ERISA plans, as further pleaded below, whether based in assignments executed by the patient or as the legal appointee of the patient/member to bring such legal remedy. The redacted assignments and authorizations to appeal are attached hereto as Exhibit 2.

VI.

Submission of the Claims and Underpayments

21. For each of the claims made the basis of this dispute, the Plan, its administrator or its actual agent, represented that the patients had coverage under the plan, and the proposed services were authorized. In some cases, “usual and customary” was stated to be the basis for reimbursement. In other cases, Medicare rates, or a multiplier based on Medicare rates was stated to be applicable. Several different payment standards were stated as applicable to presumably the very same Plan. Windmill relied on these various representations in admitting USAA Plan members to its facility and providing its services. As communicated to Windmill, this created an expectation of reasonable reimbursement; however, as detailed further below, these payment standards were meaningless, because the adjudication of the claims in question did not actually rely on any such standards. According to the Plan’s Explanations of Benefits, (issued by Aetna as the TPA), “usual and customary”, “allowable amount”

under the plan and/or Medicare rates were never the basis for the reimbursement tendered. The truth on this question has yet to be discovered and/or explained.

22. As customary in the industry, after services were provided to Patients, Windmill submitted its claims for each payment. However, the claims in dispute have either not been paid at all, or they were underpaid with a vague explanation. All, or almost all the Explanation of Benefits (EOBs) received by Windmill from Aetna or the plan contained vague terms, such as:

“Charge exceeds fee schedule/maximum allowable or contracted/legislated fee arrangement. Note: This adjustment amount cannot equal the total service or claim charge amount; and must not duplicate provider adjustment amounts (payments and contract reductions) that have resulted from the prior payer (s) adjudication”

Other EOBs have state the plan paid as follows:

“the member’s plan provides benefits for covered expenses at what we find to be a recognized or reasonable chare. The reasonable charge determination on the claim resulted in a reduction in payment and was calculated based on one the following:

-Cost information submitted by hospitals to Center for Medicare and Medicaid services.

-Fair Health %tile elected by Member’s plan or required by state regulations”

None of this is possibly true though as a basis for payment, since Windmill is not a Hospital, a Medicare provider and USAA’s payments and reimbursement rates fall well short of FAIR Health benchmarks. Other EOB’s state that the plan pays 120% of Medicare and others EOBs say the plan pays 140% of Medicare under the same exact

plan.

23. Thus, some EOBs reference or infer that the claims are being processed in accordance with a contract with Windmill and that the patient cannot be billed, even though Windmill is not contracted with any USAA or Aetna entities. The EOBs provide no specificity or clarity as to the way the claims were adjudicated, paid, underpaid or the basis of that reimbursement, if any at all. In fact, USAA has paid some claims at higher rates, while drastically underpaying other claims for the same services to a USAA plan members under presumably the same health plan.

VII.

Requests from Patient and Windmill for Plan Documents Ignored

24. The actual methodologies underlying the Defendants' reimbursement practices and methodologies are not readily ascertainable to Patients or Windmill — and are not likely known to the USAA plans' own customers and clients. The reimbursement methodologies of the USAA plans have never been disclosed to Patients or Windmill. Perhaps, the Plan considers its internal procedures to be proprietary trade secrets. However, as an entity with authority over ERISA plan assets, it is required to produce health plan documents and policies it issues to employers, as well as to the beneficiaries of those plans. This is required the ERISA regulations promulgated by the U.S. Department of Labor found in Title 29 of the CFR. Such plan descriptions are required to contain the following:

- a. Cost-sharing provisions, including premium, deductible, co-insurance and co-payment amounts for which the participant

or beneficiary will be responsible.

- b. The extent to which preventive services are covered under the plan.
- c. Whether, and under what circumstances, existing and new drugs are covered under the plan.
- d. Whether, and under what circumstances, coverage is provided for medical tests, devices and procedures.
- e. Provisions governing the use of network providers; the composition of provider networks; and whether, and under what circumstances, coverage is provided for out-of-network services.
- f. Provisions requiring pre-authorizations or utilization review as a condition to obtaining a benefit or service under the plan.

29 CFR § 2520.102-3 (Emphasis added).

25. Windmill and Patients have repeatedly requested plan documents to determine plan benefits for itself, as well as its patients, who are often interested in the actual language of their plan and its terms for coverage of behavioral health. Windmill has Patients request copies of their own plan documents during their treatment, so they can fully understand the benefits available under the plan, what the plan will provide and what the patients' responsibility will be. Substantially all such efforts by Windmill and Patient have proven futile and the requests are ignored by the plan or Aetna acting as the plan's actual agent.

26. Windmill has also requested clinical standards, guidelines, methodologies and reimbursement rates to determine whether the requirements of the Paul Wellstone and Pete Domenici Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA) are being observed. The Mental Health Parity and Addiction Equity Act of 2008

(“Federal Parity Act”) and the equivalent Texas statutes found at the Texas Insurance Code, Section 1355.004 and 1368.002 (“Parity Acts”) provide that mental health and substance use disorders must be provided at the same level of benefits provided for physical illnesses. Fully funded plans or fully insured plans are required to provide parity. Likewise, the USAA self-funded plan reimburses medical care providers from assets of the group plan that provides coverage for substance use disorders and mental health. In this regard, plans and insurance carriers are prohibited by state and federal law from denying coverage for medically necessary services or to otherwise apply quantitative or non-quantitative restrictions or limitations on coverage of medically necessary medical services relating to substance abuse and mental health services.

27. The USAA plan named as defendant herein, as the insurer and/or third-party administrator of the applicable plan(s), appear unwilling to make such disclosures, even when authorized in writing by their insured members. Without such disclosures, it is virtually impossible to ascertain the details of any particular plan to which Patients subscribed and the rates that will be paid for services provided to USAA members.

28. For the services provided to USAA members as identified on Exhibit 1 as attached hereto, Windmill’s usual and customary charges for services provided to the patients/USAA members totaled \$2,084,225.00. The plan has only paid \$310,278.28 or less than 15 percent of Plaintiff’s usual and customary charges.

VIII.
ERISA-GOVERNED PLANS:
APPLICATION OF THE MENTAL HEALTH PARITY AND
ADDICTION EQUITY ACT OF 2008 AND TEXAS LAW REQUIREMENTS

29. Patients and Windmill are informed and believes that most, if not all of the USAA plans providing coverage to the patients made the basis of this lawsuit are plans regulated by the Employee Retirement Income Security Act of 1974 (“ERISA”). Thus, said plan(s) is required to comply with the The Paul Wellstone and Pete Domenici Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA) , *i.e.*, the “Parity Act” and/or the equivalent Texas statutes found at the Texas Insurance Code, Section 1355.001 *et. seq.* and 1368.001 *et. seq.* (“Texas Parity Act”). In general, the Parity Act requires that mental health and substance abused disorder (“MH/SUD”) benefits are administered in a way no more restrictive than benefits for medical and surgical treatment. The analysis comparing how benefits are administered is separated into “quantitative” treatment limitations (QTLs) and “nonquantitative” treatment limitations (NQTLs). Examples of QTLs include: (1) financial restrictions, such as separate deductibles or different copays for MH/SUD treatment; and (2) quantifiable treatment limitations, such as annual or aggregate visit limits. The Parity Act requires that health plans eliminate quantitative treatment limitations (“QTLs”) if the plan does not impose similar limits on medical and surgical benefits. Plans must also ensure parity among non- quantitative treatment limitations (“NQTLs”), which include managed care practices such as medical necessity determination, formulary design for prescription drugs, provider network

adequacy, and utilization review procedures. In the case of NQTLs, the plan must ensure that the NQTLs applicable to MH/SUD benefits “are no more restrictive than the predominant treatment limitations applied to substantially all medical and surgical benefits covered by the plan (or coverage) and there are no separate treatment limitations that are applicable only with respect to mental health or substance use disorder benefits.”

30. The Parity Act has undergone several changes since it passed in 2008. First, the Affordable Care Act (ACA) expanded parity coverage and required all plans offered in the individual health insurance market and the ACA’s health insurance exchanges to comply with federal parity requirements. The 21st Century Cures Act then amended the Parity Act to require the Tri-Agencies to convene a public meeting of stakeholders, to develop compliance program documents, and to issue guidance on disclosure requirements so consumers can access information about their MH/SUD benefits. The Parity Act was also amended in December 2020, through the Consolidated Appropriations Act of 2021, which required health plans to make information available to regulators regarding any NQTLs used in their plan design. The Act requires any group health plan that “provides both medical and surgical benefits and mental health or substance use disorder benefits... shall ensure that:

- (i) the financial requirements applicable to such mental health or substance use disorder benefits are not more restrictive than the predominant financial requirements applied to substantially all medical and surgical benefits covered by the plan (or coverage), and there are no separate cost sharing requirements that are applicable only with respect to mental health or substance use disorder benefits; and
- (ii) the treatment limitations applicable to such mental health or substance use

disorder benefits are not more restrictive than the predominant treatment limitations applied to substantially all medical and surgical benefits covered by the plans or coverage), and there are no separate treatment limitations that are applicable only with respect to mental health or substance use disorder benefits.”

31. In defining the Parity Act requirements, the relevant federal agencies have explained that it is impermissible to impose more restrictive quantitative limitations on mental health coverage than for medical or surgical services. It is also impermissible for those administering plans to "impose a nonquantitative treatment limitation with respect to mental health or substance use disorder benefits in any classification unless, under the terms of the plan (or health insurance coverage) as written and in operation, any processes, strategies, evidentiary standards, or other factors used in applying the nonquantitative treatment limitation to mental health or substance use disorder benefits in the classification are comparable to, and are applied no more stringently than, the processes, strategies, evidentiary standards, or other factors used in applying the limitation with respect to medical/surgical benefits in the classification." 29 C.F.R. § 2590.172(c)(4)(i). The final administrative rules governing the Parity Act describe and proscribe certain conduct by health plans. "Nonquantitative treatment limitations" ("NQTLs"), "which are limits on the scope or duration of treatment that are not expressed numerically," and provide an "illustrative list" of NQTLs which are subject to the Federal Parity Act requirements. This non-exhaustive list includes "methods for determining usual, customary and reasonable charges", which would include the methods by which BCBS determines usual and customary rates or determining allowed amounts or

eligible expenses for out of network services. *See* 78 Fed. Reg. 68239-96 ("Final Parity Act Rule"). Thus, if an insurer provides both medical and surgical benefits and mental health or substance use disorder benefits, the insurer must ensure that both the financial requirements and the treatment limitations applicable to the mental health and substance use disorder benefits are no more restrictive than the predominant financial requirements and treatment limitations that apply to medical and surgical benefits. The Parity Act denies the terms "financial requirement to include deductibles, copayments, coinsurance and out of pocket expenses. 29 U.S.C. §1185a(3)(B)(i). Treatment limitation is defined to include "limits on the frequency of treatment, number visits, days of coverage, or other similar limits on the scope or duration of treatment. *Id.* §1185(a)(3)(B)(iii). The regulations further provide there are two types of treatment limitations that may run afoul of the statute's prohibition: 1) Quantitative (QTL)- that are expressed numerically, such as 50 visits per year; and 2) Nonquantitative (NQTL) – which otherwise limit the scope or duration of benefits for treatment under a plan.

32. Windmill would further show that the American Society of Addiction Medicine ("ASAM") has developed nationally and clinically recognized criteria for addiction treatment guidelines and coverage. ASAM establishes and publishes these treatment and coverage guidelines, which are uniformly accepted by clinicians and providers for addiction, substance related disorders, mental health and co-occurring conditions for all levels of care. The Texas Insurance Code and the Texas Administrative Code also set forth treatment guidelines relating to chemical dependency

treatment centers that closely follow ASAM clinical guidelines. See §3.8001 *et. seq.* As an example, the Texas Administrative Code provides that the recommended length of stay for inpatient detoxification services is up to 14 days (§3.8010), the recommended length of stay for inpatient rehab/treatment is 14 to 35 days (§3.8014) and the recommended length of stay for partial hospitalization services is between 4-35 days. Section 1355.004 provides that plans must provide coverage, based on medical necessity, for not less than 45 days of inpatient treatment for the treatment of serious mental illness in each calendar year.

33. Although the USAA plans may assert that their guidelines and clinical policies are consistent with accepted standards of care when adjudicating claims, this is not true. Windmill and Patients suspect that the USAA plan know a great deal about federal and state parity laws; however, they attempt to avoid them through obfuscation and secrecy through non-disclosure. By keeping Patients and medical care providers occupied with futile administrative claim processes rather than the medical and clinical requirements mandated by statute and regulation, the threat of legal action by Patients is diminished and becomes less of a business concern. The USAA plans seemingly adopt and employ clinical and financial criteria on the fly. For that matter, the extent of coverage for the mental health and substance abuse care, as well as Patients' ultimate financial responsibility remain unresolved as to the claims remaining at issue in this lawsuit.

34. Data relating to utilization criteria of USAA plans for Patients that are

plaintiffs in this lawsuit and were previously admitted to Windmill demonstrate the coverage and clinical and reimbursement determinations of USAA plans do not fulfill the standard of care necessary to properly treat Patients. On information and belief, the USAA plans authorize fewer levels of care requests for detoxification, partial hospitalization, residential care or intensive outpatient care. When care is authorized by a plan, fewer days are typically approved than are provided for under established clinical guidelines

35. Likewise, the USAA plan's low levels of reimbursement to Windmill for out-of-network services results in a much higher out of pocket expense to Patients for behavioral health and substance abuse treatment. Windmill and Patients contend this is in violation of the Act. Plaintiffs further contend that this results in a more restrictive financial requirement than the plans impose for corresponding medical/surgical benefits — just the opposite of parity. As described above, USAA plans often state that they will pay usual and customary rates, some unknown and unverifiable rate based on Medicare rates, or the “allowable rate” under the plan. Yet, USAA plans then remit extremely low reimbursement rates with no tangible explanation for the basis of that payment rate. Payment for these out of network behavioral health care do not meet usual and customary rates and/or fails to meet the benefits provided for under the plan. As for Medicare based reimbursement as example, there are no comparable Medicare rates for the level of care and types of services being provided by Windmill. This effectually leaves the financial liability and obligation with the member and the provider, rather than the plans that are intended to provide coverage for mental health and substance

abuse treatment. The USAA plan's adjudication of the Patients' claims constitutes a violation of the Federal Parity Act as an impermissible, nonquantitative methodology that is financially restrictive. Likewise, denial of extended coverage and care and benefits for necessary treatment is an impermissible quantitative restriction.

36. Windmill is further informed and believes that, with respect to the USAA self-funded ERISA plans which have not specifically designated a plan administrator, Aetna, acting as an agent of the Plan, may function as *de facto* plan administrators, or as the co-administrators because, *inter alia*, they issue policies and/or plan documents of some type to participants, receive benefit claims, evaluate and process those claims, make benefit determinations, make and administer benefit payments, and handle appeals of benefit determinations. Moreover, Windmill is informed and believes that, even with respect to self-funded ERISA plans, which have not specifically designated a plan administrator, Defendants have been specifically designated as the claim administrator, and has been delegated the responsibilities described above. Specifically, with respect to all the ERISA claims at issue herein, including with respect to self-funded plans, Windmill is informed and believes that the Defendants and or Aetna, acting as the plans actual or ostensible agent and/or acting as the Plan's third party administrator:

- a) drafted and provided plan members with plan documents;
- b) operated a centralized verification and authorization telephone number which handled calls for members of the self-funded plans, including plans that have not yet been joined as defendants in this action;

- c) authorized Windmill to provide medical services to beneficiaries of the ERISA plans.
- d) received and processed electronic bills from Windmill for claims for members of the self-funded plans, including plans that are not yet joined as defendants in this action;
- e) communicated with Windmill on behalf of the ERISA plans (and additional self-insured plans that are not named as defendants) regarding authorization of specific behavioral health treatment protocols;
- f) issued remittance advices and EOBs;
- g) priced claims for the self-insured ERISA plans;
- h) communicated with Windmill with respect to the processing of claims on behalf of the self-insured plans;
- i) processed and adjudicated appeals, and sent appeal response letters; and
- j) issued payment.

IX.

ALLEGATIONS COMMON TO ALL CLAIMS OF WINDMILL AND PATIENTS

37. It is standard in the health care industry that when medical care facilities, such as Windmill, enter into written contracts with a health insurer that also operates as a managed care organization and plan administrator for both private sector and governmental entities, such as Defendant, the medical facility agrees to accept reimbursement that is discounted from its billed charges in exchange for the benefit of being a “contracted provider” (*i.e.*, a provider with a written contract with the plan). These benefits include an increased volume of business because the health plan

provides financial and other incentives for its members to receive their medical care at the contracted provider, such as advertising that the provider is “in-network,” and allowing the members to pay lower co-payments and deductibles to use the contracted provider.

38. Conversely, when medical facilities such as Windmill, do not have a written contract with a health insurance company/managed care organization, the facility receives less business from the insurance company administering health plans, as the health plan discourages its members from receiving their medical care from out-of-network providers. Because, in such circumstances, the health plan is discouraging its members from receiving their care at the non-contracted facility, the non-contracted facility has no obligation to reduce its charges and is entitled to receive payment based on their usual and customary charges for the services rendered. Although out of network benefits are almost always less generous to the plan member than in-network benefits, the health plan is not entitled to a discount from a medical care provider’s billed charge, as the provider is receiving none of the benefits of that are associated with being an in-network provider, *i.e.*, steering of business to the provider. This is particularly true as to Windmill as it is licensed as a co-occurring specialized treatment facility that provides a level of care and range of services that are not available elsewhere in its geographic region.

39. In non-contracted situations, the USAA plan(s) has inappropriately underpaid Windmill for medically necessary services it has provided to USAA plan members, insureds and/or beneficiaries of the employer-sponsored plan. The USAA

plan utilizes and employs baseless or flawed methodologies and systems to unilaterally determine what arbitrary and unsubstantiated amounts mental health and substance abuse treatment facilities, such as Windmill, should be reimbursed for their services.

40. Windmill and Patients are informed and believe that the USAA plans' systems for paying out-of-network claims are intentionally flawed and skewed in such a manner that improperly manipulates the data in its claim adjudication systems to calculate inappropriately low amounts of reimbursement for the claims of its insured members and plan beneficiaries that choose to receive services from Windmill and/or similar facilities. Industry data supports this contention when comparing the reimbursement rates employed by the USAA plans to Fair Health data for mental health and substance abuse services provided by Windmill to Patients.

41. For all claims at issue, Windmill provided behavioral health and substance abuse treatment services to the insureds and beneficiaries of the USAA plans.

42. For all patients' claims at issue, once the patient's insurance is identified, Windmill confirmed that the patient was an eligible member of the plans by contacting the respective plan by phone, facsimile or via the Internet.

43. Before a patient is admitted, Windmill contacts the plan or the plans agent or TPA every time a patient seeks services or admission to its facility so that Windmill is informed and has some reasonable certainty that the pertinent health plan insures the patient or administers a plan of health care coverage applicable to the given patient. The plan member I.D. cards issued to patients generally lack specific information as to the name of or address of the plan sponsor, leaving it unclear to

Windmill as to the specifics of the policy or plan of a given patient.

44. At all times relevant to this action, Windmill's charges were usual, customary and reasonable for the service rendered at the time and place they were rendered, for an out-of-network behavioral health and substance abuse treatment facility.

X.

ERISA CLAIMS

45. Individuals and enrolled dependents who receive their health insurance through a private sector, employer-based benefit plan are generally defined as participants or beneficiaries of plans governed by the federal Employee Retirement Income Security Act of 1974 ("ERISA"), as amended. 29 U.S.C. § 1001 *et seq.* These "ERISA plans" are sometimes fully insured by health insurers, while in other cases the plan is self-funded, and a third, frequently used plan design is to self-fund to a specific "attachment point", which is the dollar threshold at which excess loss insurance will indemnify the plan. In all cases, the plan remains financially responsible for the claims arising from that plan.

46. Windmill and Patients are informed and believe that USAA is the ERISA plan administrators and the ERISA fiduciary for the ERISA claims at issue in this Complaint, or is otherwise a proper ERISA defendant, because they assert direct control over the decision whether to prospectively approve mental health or substance abuse treatment to Patients. Likewise, USAA determines whether pay or deny a claim. Then afterward, reimbursement was made by the plan with the USAA plans also determining the amount that Patients would be required to pay for

their portion of their medical care expenses.

47. Upon information and belief, with respect to the self-insured ERISA plans at issue herein, sponsoring employers plans (or third party administrators acting as an agent of the plan) perform administrative and other key responsibilities such as (a) certifying or authorizing Windmill's provision of services to Patients; (b) receiving Windmill's claims; (c) re-pricing the claims; (d) processing and administering the claims and appeals; (e) approving or denying the claims; (f) deciding whether or not to transfer the members to other in- network facilities; (g) directing whether and how to pay the claims; (h) issuing remittance advices and explanations of benefits; (i) communicating with Windmill regarding the claims and services; (j) communicating with members regarding the claims and services; and (k) in almost all instances, issuing payment. On information and belief, these agreements are structured such that the USAA plans have a financial incentive to keep benefit costs to the funding entity low, particularly in the case where the Blue Card plan is also the liable insurer.

48. On information and belief, the USAA and the USAA plan functions as an ERISA plan administrator with respect to those claims upon which it has exercised delegated authority to provide plan documents to participants and beneficiaries, receive benefit claims, evaluate and process those claims, review the terms of the plan, make initial benefit determinations, make and administer benefit payments, handle appeals of benefit determinations, and serve as the primary point of contact for members and providers to communicate regarding benefits and benefit determinations. In carrying out these ERISA plan administrator functions, the USAA plans possess

authority and fiduciary discretion to manage and administer the ERISA plans. At all times relevant to this action, the USAA plans were acting as the agent of each of their insured plans and/or entered into agreements with Aetna to act as the third party administrator on the plan's behalf to provide administrative services relating to the USAA employer-sponsored health plan established under ERISA. As such, Aetna or other TPAS were or are acting as agent for its principal (USAA) with actual or apparent authority to transact business with third parties, including Windmill, on behalf of USAA, in turn making USAA either contractually or vicariously liable for the acts and/or omissions.

49. ERISA plans, whether fully insured or self-funded, typically contain provisions for paying non-contracted hospitals at the usual, customary and reasonable rate. ("UCR") The language and acronyms vary somewhat from plan to plan, and may be described as the "Usual, Customary and Reasonable" rate, the "Reasonable and Customary" amount, the "Usual and Customary" amount, the "Reasonable Charge," the "Prevailing Rate," the "Usual Fee," the "Competitive Fee," or some other similar phrase. In the context of the healthcare industry, these phrases are all synonymous with usual and customary rate. Upon information and belief, no provisions in Defendants' benefit plans, whether in their Summary Plan Descriptions or Evidence of Coverage, justified the failure to pay the usual and customary rate, or its equivalent, to Windmill for services provided to the USAA plans' insureds, as well as participants and beneficiaries of self-funded plans.

50. The formal mechanism for a health plan or plan administrator to explain why a claim is denied (meaning that the allowed amount is anything less than full billed charges) is an explanation of benefits (“EOB”). Defendants were required to issue EOBs in conformance with 29 U.S.C. § 1133 as implemented by 29 C.F.R. 2560.503-1. Specifically, under 29 C.F.R. § 2560.503-1(g), they were required to:

provide a claimant with written or electronic notification of any adverse benefit determination. Any electronic notification shall comply with the standards imposed by 29 CFR 2520.104b-1(c)(1)(i), (iii), and (iv). The notification shall set forth, in a manner calculated to be understood by the claimant –

- (i) The specific reason or reasons for the adverse determination;
- (ii) Reference to the specific plan provisions on which the determination is based;
- (iii) A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary;
- (iv) A description of the plan’s review procedures and the time limits applicable to such procedures, including a statement of the claimant’s right to bring a civil action under section 502(a) of the Act following an adverse benefit determination on review;
- (v) In the case of an adverse benefit determination by a group health plan or a plan providing disability benefits.

(A) If an internal rule, guideline, protocol, or other similar criterion

was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the claimant upon request; or,

- (B) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.
- (C) In the case of an adverse benefit determination by a group health plan concerning a claim involving urgent care, a description of the expedited review process applicable to such claims.

51. The USAA plans have never previously contended that they denied or reduced reimbursement to Windmill on the basis that Windmill had not obtained a proper assignment of benefits, or that Windmill was not otherwise a valid assignee of the plan beneficiary. Likewise, the USAA plans have never previously contended that Patients had not appointed Windmill as their authorized representative to pursue claims for healthcare benefits on behalf of Patients whose claims are at issue in this action.

52. Where an implied-in-law agreement exists, and no specific payment terms have been agreed upon or are in dispute, payment for the services is based upon the reasonable and customary fair market value.

53. Windmill's charges are usual, customary and reasonable under the legal

standards applicable in Texas to defining “reasonable and customary” or “fair market value”.

54. After Windmill provided medical care to Patients, who are also insureds and/or beneficiaries of the USAA plans, Windmill submitted Patients’ claims to be processed.

55. On information and belief, Patients allege that the USAA plans have failed to reimburse Windmill properly and according to the express provisions of the health plans applicable to the respective members and/or insureds of the USAA plans. Patients allege that Windmill is entitled to recovery of the difference between the payment it received and the amount due per the express terms of the affected ERISA plans (and the plans of employers not subject to ERISA if any and applicable). If Windmill is reimbursed a lesser sum, this increases the financial liability to Patients.

56. As the authorized representative of Patients, Windmill has appealed each claim and exhausted all administrative remedies as a condition precedent to bringing the claims in this lawsuit. The USAA plans’ business practices have prevented Patients from pursuing any meaningful appeal process necessary to obtain reimbursement at usual and customary and appropriate rates of reimbursement. If full exhaustion under any certain plan provision(s) may not have been fully completed, such completion or “exhaustion” is excused because the appeal process was not followed by the USAA plans and would therefore have been futile. An objective review of the history of the administrative appeals submitted to USAA plans for Patients, whose claims are at issue in this lawsuit, will reflect that no USAA plan has agreed to modify its original coverage decision on any

of the claims of Patients for healthcare services rendered to them by Windmill and as identified on the attached Exhibit 1. Because Patients and Windmill participated in these processes to the degree possible without the benefit of plan documents, Patients and Windmill allege that the administrative records will also show a lack of compliance with plan administration requirements found in the regulations of the Department of Labor for ERISA-governed health plans, as well as a lack of compliance with federal and/or state Parity Laws.

XI.

Inaccuracies and Misrepresentations in Information Provided to Windmill

57. As explained above, Windmill did not have contracts with the USAA plans (or its TPA Aetna), governing the reimbursement rates for Patients' services rendered by Windmill. Notwithstanding its lack of a contract with Windmill, the USAA plans represented in written communications to Windmill, including in remittance advices and explanation of benefit forms ("EOBs"), that the USAA plans were not required to pay the charges submitted by Windmill based on the express terms of any given insurance policy or employer-sponsored plan. Moreover, none of those written communiqués stated with specificity any plan provisions applicable to out-of-network claims in EOBs issued to Windmill on behalf of Patients.

58. Most explanation of benefit forms ("EOBs") that Windmill received from USAA plans in connection with Patients' claims repeatedly and merely contained the following boiler plate language:

“Charge exceeds fee schedule/maximum allowable or

contracted/legislated fee arrangement. Note: This adjustment amount cannot equal the total service or claim charge amount; and must not duplicate provider adjustment amounts (payments and contractual reductions) that have resulted from prior payer(s) adjudication.”

These repeated statements made to Windmill were at best inaccurate, because Windmill was neither a contracted provider, nor providing services for which any contracted rates or legislated fee arrangements would apply. The USAA plans knew or should have known that Windmill was not in privity of contract with the USAA plans or any other party (i.e.-Aetna) providing administrative services for the USAA plans. Therefore, the plans knew or should have known that such representations to Patients and Windmill were not true and not subject to contracted or legislated rates. Patients and Windmill are informed and believe that the USAA plans or their actual agents knowingly made these representations in written correspondence, including remittance advices and EOBs to mislead Patients and Windmill.

XII.

COUNT ONE:

Claim for Civil Enforcement Under 29 U.S.C. § 1132(a)(1)(B)

For Failure to Properly Pay ERISA Plan Benefits

59. Windmill and Patients incorporate all allegations set forth in the above paragraph one (1) through seventy three (73) above as though fully set forth here verbatim.

60. The claims made the basis of this Plaintiff's Original Complaint are contained in Plaintiff's Exhibit 1 as attached hereto. Complete Patient identifying information not intended for public disclosure has been redacted from the Exhibit. Unredacted versions of these exhibits with patient identification information will be provided under seal and protective order and shared with counsel and the Court as needed.

61. Patients and Windmill allege this claim for relief in connection with claims for treatment rendered to Patients covered by health benefit plans governed by ERISA. This is a claim to recover benefits, enforce rights and clarify rights to benefits under 29 U.S.C. § 1132(a)(1)(B).

62. Patients have standing to pursue these claims as plan beneficiaries and real parties in interest. Windmill has standing to assert its assignment of benefits and to assert claims in its own right not derivative of any assignment from any patient or any other person.

63. Patients and Windmill alleged that benefits are owed to them and to Windmill under the various USAA ERISA plans. Patients have also duly authorized and appointed Windmill to act as their legal representative to bring such claims, causes of action and to seek legal redress on their behalf. .

64. The formal mechanism for a health plan or plan administrator to explain why a claim is denied (meaning that the allowed amount is anything less than the charges billed for the services provided) is an explanation of benefits ("EOB").

Defendant was required to issue EOBs in conformance with 29 U.S.C. § 1133 as implemented by 29 C.F.R. 2560.503-1. Specifically, under 29 C.F.R. § 2560.503-1(g), it was required to provide a claimant with written or electronic notification of any adverse benefit determination. Any electronic notification shall comply with the standards imposed by 29 CFR 2520.104b-1I(1)(i), (iii), and (iv). The notification shall set forth, in a manner calculated to be understood by the claimant:

- (i) The specific reason or reasons for the adverse determination;
- (ii) Reference to the specific plan provisions on which the determination is based.
- (iii) A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary;
- (iv) A description of the plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under section 502(a) of the Act following an adverse benefit determination on review;
- (v) In the case of an adverse benefit determination by a group health plan or a plan providing disability benefit,

- (vi) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the claimant upon request; or
- (vii) If the adverse benefit determination is based on an exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.
- (viii) In the case of an adverse benefit determination by a group health plan concerning a claim involving urgent care, a description of the expedited review process applicable to such claims.

65. Strict compliance with these requirements is now necessary, and only *de minimis* errors will be excused. 29 C.F.R. § 2590.715-2719(b)(2)(ii)(F)(1). The errors made here by USAA plan defendants were not *de minimis*.

66. When each of the relevant claims was denied or underpaid, the USAA plans (or the TPA for the plan) generated claim detail offering only vague and non-specific explanations on the EOBs for why the claims would not be properly paid. These explanations were not only vague, but were at times, seemingly nonsensical.

67. For example, in some cases the EOB's explained that certain claims would not be properly paid because the "Charge exceeds fee schedule," even though there was no contract with a fee schedule governing the claim(s) at issue. The USAA plans' EOBs also frequently included statements referencing a "legislated fee arrangement" when there was none.

68. The USAA plans' EOBs did not comply with ERISA regulations, including not stating the specific and/or actual reasons for its failure to pay claims at the rate based on the express terms of an ERISA plan. The USAA plans' EOBs also failed to provide details required by law or offer to provide more information if needed, as required by law.

69. Patients and Windmill are informed and believe that in many, if not all cases, the USAA plans at issue in this case required the USAA plans to reimburse Windmill at its usual, customary and reasonable rates for its services to the ERISA plan participants or members, or alternatively, pursuant to plan provisions that were not followed, which resulted in greater personal costs to Patients.

70. Patients and Windmill allege that the USAA plans breached applicable plan provisions and failed to provide Patients the benefits due to them under the terms of their respective plans, in turn, resulting in damages to Patients and Windmill.

71. As a result of the USAA plans' underpayment of plan benefits, Patients are entitled to recover under 29 U.S.C. § 1132(a)(1)(B) for the difference between what should have been paid and the amounts that were actually paid, if any, plus applicable pre and post judgment interest and reasonable attorneys' fees at the discretion of the Court.

72. Patients and Windmill assert actual damages in this action are in excess of \$1,000,000 and can be more precisely calculated when Patients are able to secure complete plan documents and conduct further discovery as to the USAA plan organizations, the plan sponsors and others that are in possession, custody and control of the information sought during pre-trial discovery.

XII.

Count Two: Breach of Fiduciary Duties

73. Windmill and Patients incorporate all allegations set forth in the above paragraph (1) through eighty six (86) above as though fully set forth here verbatim.

74. Pursuant to 29 U.S.C. § 1132(a)(2), Plaintiff asserts a claim against the USAA plan for appropriate relief under 29 U.S.C. § 1109. Under 29 U.S.C. § 1109, any plan fiduciary who breaches any of its responsibilities, obligations, or duties is personally liable to make good to the plan any losses to the plan resulting from such breaches, and to restore to the plan any profits which have been made through use of assets of the plan by the fiduciary, and is subject to such other equitable or remedial relief as the court may deem appropriate, including removal of the fiduciary.

75. As the named fiduciary, USAA had the authority to control and manage the operation and administration of the plan. 29 U.S.C. § 1102(a).

76. As the trustee, Defendant, USAA, had the exclusive authority and discretion to manage and control the assets of the plan. 29 U.S.C. § 1103(a).

In addition to being the named fiduciary and trustee, Defendant was also a fiduciary with respect to the plan since it had discretionary authority and discretionary responsibility in the administration of the plan, since it exercised discretionary authority and discretionary control respecting management of such plan, and since it exercised authority and control respecting management and disposition of plan assets. 29 U.S.C. § 1002 (21).

77. Defendant was obligated under 29 U.S.C. § 1104 to discharge its duties with respect to the USAA Plan solely in the interest of the participants and beneficiaries and ---

- (A) for the exclusive purpose of:
 - (i) providing benefits to participants and their beneficiaries; and
 - (ii) defraying reasonable expenses of administering the plan;
- (B) with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims;
- (C) by diversifying the investments of the plan so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so; and
- (D) in accordance with the documents and instruments governing the plan. . . .

78. Defendant has breached its fiduciary responsibilities, obligations and duties to the plan, the plan participants, and the plan beneficiaries with respect to the control, management, operation, and administration of the plan and with respect to the management and disposition of plan assets.

79. As a result of Defendant's breaches of fiduciary duty, Plaintiffs respectfully request appropriate relief under 29 U.S.C. § 1109.

80. Plaintiff is entitled to recover from Defendants benefits in the amount of the balance of its usual and customary charges under the USAA Employee Benefit Plan.

JURY DEMAND

81. Patients and Windmill requests a trial by jury of all issues and causes of action so triable pursuant to the Federal Rules of Civil Procedure.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Patients and Windmill Wellness Ranch LLC requests that the USAA plans named as defendant(s) be summoned to appear and answer herein; and after hearing this cause on the merits, the Court enter judgment in favor of Patients and Windmill Wellness Ranch, LLC and against the Defendant USAA plans in the amounts determined as appropriate sums of payment from each defendant by the Court, the following relief :

A. Judgment for actual damages in the amount of not less than the amounts, as determined to be payable per the health insurance policies and plans of the insured employers and individuals, or alternatively, in an amount determined by the Court to

represent the Usual, Customary and Reasonable charges for the services provided to Patients that received services at Windmill, and whose claims were adjudicated by the named defendant(s); and,

- B. Appropriate relief under 29 U.S.C. § 1109 be awarded against Defendant;
and
- C. All taxable costs of Court;
- D. Attorney's fees to be determined by the trier of fact, all taxable costs of court;
- E. Pre and post judgment interest at the highest legal rate; and,
- F. Such other and further relief to which all plaintiffs herein may show themselves to be justly entitled.

Respectfully submitted,

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ATTORNEYS FOR PLAINTIFF WINDMILL
WELLNESS RANCH, LLC

Patient Name	Claim ID	Service Date	Discharge Date	Service	Charges	Covered	%	Paid to Facility	Deductible	Co-Insurance	Co-Pay	Billing Account No.	Subscriber ID
AH	AV-WW-C0949682	3/16/2020	6/30/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0	0073993	W08210 1608
AH	AV-WW-C0949683	3/17/2020	6/30/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0	0073993	W08210 1608
AH	AV-WW-C0949684	3/18/2020	6/30/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0	0073993	W08210 1608
AH	AV-WW-C0949685	3/19/2020	6/30/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0	0073993	W08210 1608
AH	AV-WW-C0949686	3/20/2020	6/30/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0	0073993	W08210 1608
AH	AV-WW-C0949687	3/21/2020	6/30/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0	0073993	W08210 1608
AH	AV-WW-C0957894	3/22/2020	6/30/2020	RTC	4200	1004.64	23.9%	703.25	0	301.39	0	0073993	W08210 1608
AH	AV-WW-C0957895	3/23/2020	6/30/2020	RTC	4200	1004.64	23.9%	703.25	0	301.39	0	0073993	W08210 1608
AH	AV-WW-C0957896	3/24/2020	6/30/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0	0073993	W08210 1608
AH	AV-WW-C0957897	3/25/2020	6/30/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0	0073993	W08210 1608
AH	AV-WW-C0957898	3/26/2020	6/30/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0	0073993	W08210 1608
AH	AV-WW-C0957899	3/27/2020	6/30/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0	0073993	W08210 1608
AH	AV-WW-C0957900	3/28/2020	6/30/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0	0073993	W08210 1608
AH	AV-WW-C0960426	3/29/2020	6/30/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0	0073993	W08210 1608
AH	AV-WW-C0960427	3/30/2020	6/30/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0	0073993	W08210 1608
AH	AV-WW-C0960428	3/31/2020	6/30/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0	0073993	W08210 1608
AH	AV-WW-C0966694	4/1/2020	6/30/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0	0073993	W08210 1608
AH	AV-WW-C0966695	4/2/2020	6/30/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0	0073993	W08210 1608
AH	AV-WW-C0966696	4/3/2020	6/30/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0	0073993	W08210 1608
AH	AV-WW-C0966697	4/4/2020	6/30/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0	0073993	W08210 1608
AH	AV-WW-C0973373	4/5/2020	6/30/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0	0073993	W08210 1608
AH	AV-WW-C0973374	4/6/2020	6/30/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0	0073993	W08210 1608
AH	AV-WW-C0973375	4/7/2020	6/30/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0	0073993	W08210 1608
AH	AV-WW-C0973376	4/8/2020	6/30/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0	0073993	W08210 1608
AH	AV-WW-C0973377	4/9/2020	6/30/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0	0073993	W08210 1608
AH	AV-WW-C0973378	4/10/2020	6/30/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0	0073993	W08210 1608
AH	AV-WW-C0973379	4/11/2020	6/30/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0	0073993	W08210 1608
AH	AV-WW-C0980127	4/12/2020	6/30/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0	0073993	W08210 1608
AH	AV-WW-C0980128	4/13/2020	6/30/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0	0073993	W08210 1608
AH	AV-WW-C0980129	4/14/2020	6/30/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0	0073993	W08210 1608
AH	AV-WW-C0980130	4/15/2020	6/30/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0	0073993	W08210 1608
AH	AV-WW-C0980131	4/16/2020	6/30/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0	0073993	W08210 1608
AH	AV-WW-C0980132	4/17/2020	6/30/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0	0073993	W08210 1608
AH	AV-WW-C0980133	4/18/2020	6/30/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0	0073993	W08210 1608
AH	AV-WW-C0987200	4/19/2020	6/30/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0	0073993	W08210 1608
AH	AV-WW-C0987201	4/20/2020	6/30/2020	PHP	2275	342.35	15.0%	239.64	0	102.71	0	0073993	W08210 1608
AH	AV-WW-C0987202	4/21/2020	6/30/2020	PHP	2275	456.64	20.1%	319.65	0	136.99	0	0073993	W08210 1608
AH	AV-WW-C0987203	4/22/2020	6/30/2020	PHP	2275	342.35	15.0%	239.64	0	102.71	0	0073993	W08210 1608
AH	AV-WW-C0987204	4/23/2020	6/30/2020	PHP	2275	342.35	15.0%	239.64	0	102.71	0	0073993	W08210 1608

EXHIBIT "1"

AH	AV-WW-C0987205	4/24/2020	6/30/2020	PHP	2275	456.64	20.1%	319.65	0	136.99	0 0073993	W08210 1608
AH	AV-WW-C0987206	4/25/2020	6/30/2020	PHP	2275	456.64	20.1%	319.65	0	136.99	0 0073993	W08210 1608
AH	AV-WW-C0994258	4/26/2020	6/30/2020	PHP	2275	1411	62.0%	987.7	0	423.3	0 0073993	W08210 1608
AH	AV-WW-C0994259	4/27/2020	6/30/2020	PHP	2275	342.35	15.0%	239.64	0	102.71	0 0073993	W08210 1608
AH	AV-WW-C0994260	4/28/2020	6/30/2020	PHP	2275	1411	62.0%	987.7	0	423.3	0 0073993	W08210 1608
AH	AV-WW-C0994261	4/29/2020	6/30/2020	PHP	2275	1411	62.0%	987.7	0	423.3	0 0073993	W08210 1608
AH	AV-WW-C0994262	4/30/2020	6/30/2020	PHP	2275	342.35	15.0%	239.64	0	102.71	0 0073993	W08210 1608
AH	AV-WW-C0994263	5/1/2020	6/30/2020	PHP	2275	342.35	15.0%	239.64	0	102.71	0 0073993	W08210 1608
AH	AV-WW-C0994264	5/2/2020	6/30/2020	PHP	2275	342.35	15.0%	239.64	0	102.71	0 0073993	W08210 1608
AH	AV-WW-C1000736	5/3/2020	6/30/2020	PHP	2275	342.35	15.0%	239.64	0	102.71	0 0073993	W08210 1608
AH	AV-WW-C1000737	5/4/2020	6/30/2020	PHP	2275	342.35	15.0%	239.64	0	102.71	0 0073993	W08210 1608
AH	AV-WW-C1000738	5/5/2020	6/30/2020	PHP	2275	342.35	15.0%	239.64	0	102.71	0 0073993	W08210 1608
AH	AV-WW-C1000739	5/6/2020	6/30/2020	PHP	2275	342.35	15.0%	239.64	0	102.71	0 0073993	W08210 1608
AH	AV-WW-C1000740	5/7/2020	6/30/2020	PHP	2275	342.35	15.0%	239.64	0	102.71	0 0073993	W08210 1608
AH	AV-WW-C1000741	5/8/2020	6/30/2020	PHP	2275	342.35	15.0%	239.64	0	102.71	0 0073993	W08210 1608
AH	AV-WW-C1003569	5/9/2020	6/30/2020	PHP	2275	342.35	15.0%	239.64	0	102.71	0 0073993	W08210 1608
AH	AV-WW-C1058692	5/10/2020	6/30/2020	PHP	2275	342.35	15.0%	239.64	0	102.71	0 0073993	W08210 1608
AH	AV-WW-C1008617	5/11/2020	6/30/2020	PHP	2275	342.35	15.0%	239.64	0	102.71	0 0073993	W08210 1608
AH	AV-WW-C1008618	5/12/2020	6/30/2020	PHP	2275	342.35	15.0%	239.64	0	102.71	0 0073993	W08210 1608
AH	AV-WW-C1008619	5/13/2020	6/30/2020	PHP	2275	342.35	15.0%	239.64	0	102.71	0 0073993	W08210 1608
AH	AV-WW-C1008620	5/14/2020	6/30/2020	PHP	2275	342.35	15.0%	239.64	0	102.71	0 0073993	W08210 1608
AH	AV-WW-C1008621	5/15/2020	6/30/2020	PHP	2275	342.35	15.0%	239.64	0	102.71	0 0073993	W08210 1608
AH	AV-WW-C1008622	5/16/2020	6/30/2020	PHP	2275	342.35	15.0%	239.64	0	102.71	0 0073993	W08210 1608
AH	AV-WW-C1015098	5/17/2020	6/30/2020	PHP	2275	342.35	15.0%	239.64	0	102.71	0 0073993	W08210 1608
AH	AV-WW-C1015099	5/18/2020	6/30/2020	PHP	2275	342.35	15.0%	239.64	0	102.71	0 0073993	W08210 1608
AH	AV-WW-C1015100	5/19/2020	6/30/2020	PHP	2275	342.35	15.0%	239.64	0	102.71	0 0073993	W08210 1608
AH	AV-WW-C1015101	5/20/2020	6/30/2020	PHP	2275	342.35	15.0%	239.64	0	102.71	0 0073993	W08210 1608
AH	AV-WW-C1015102	5/21/2020	6/30/2020	PHP	2275	342.35	15.0%	239.64	0	102.71	0 0073993	W08210 1608
AH	AV-WW-C1015103	5/22/2020	6/30/2020	PHP	2275	342.35	15.0%	239.64	0	102.71	0 0073993	W08210 1608
AH	AV-WW-C1015104	5/23/2020	6/30/2020	PHP	2275	342.35	15.0%	239.64	0	102.71	0 0073993	W08210 1608
AH	AV-WW-C1058693	5/24/2020	6/30/2020	Group Psyc	2250	149.22	6.6%	104.454	0	44.766	0 0073993	W08210 1608
AH	AV-WW-C1021878	5/25/2020	6/30/2020	PHP	2275	342.35	15.0%	239.64	0	102.71	0 0073993	W08210 1608
AH	AV-WW-C1021879	5/26/2020	6/30/2020	PHP	2275	342.35	15.0%	239.64	0	102.71	0 0073993	W08210 1608
AH	AV-WW-C1021880	5/27/2020	6/30/2020	PHP	2275	342.35	15.0%	239.64	0	102.71	0 0073993	W08210 1608
AH	AV-WW-C1021881	5/28/2020	6/30/2020	PHP	2275	342.35	15.0%	239.64	0	102.71	0 0073993	W08210 1608
AH	AV-WW-C1022741	5/29/2020	6/30/2020	PHP	2275	342.35	15.0%	239.64	0	102.71	0 0073993	W08210 1608
AH	AV-WW-C1058693	5/30/2020	6/30/2020	Group Psyc	1500	99.48	6.6%	69.636	0	29.844	0 0073993	W08210 1608
AH	AV-WW-C1031968	6/1/2020	6/30/2020	IOP	1600	210.98	13.2%	147.69	0	63.29	0 0073993	W08210 1608
AH	AV-WW-C1031960	6/2/2020	6/30/2020	IOP	1600	210.98	13.2%	147.69	0	63.29	0 0073993	W08210 1608
AH	AV-WW-C1031961	6/3/2020	6/30/2020	IOP	1600	210.98	13.2%	147.69	0	63.29	0 0073993	W08210 1608

AH	AV-WW-C1031962	6/4/2020	6/30/2020	IOP	1600	321.15	20.1%	224.8	0	96.35	0 0073993	W08210 1608
AH	AV-WW-C1031963	6/5/2020	6/30/2020	IOP	1600	210.98	13.2%	147.69	0	63.29	0 0073993	W08210 1608
AH	AV-WW-C1039301	6/8/2020	6/30/2020	IOP	1600	210.98	13.2%	147.69	0	63.29	0 0073993	W08210 1608
AH	AV-WW-C1039302	6/9/2020	6/30/2020	IOP	1600	210.98	13.2%	147.69	0	63.29	0 0073993	W08210 1608
AH	AV-WW-C1039303	6/10/2020	6/30/2020	IOP	1600	210.98	13.2%	147.69	0	63.29	0 0073993	W08210 1608
AH	AV-WW-C1039304	6/11/2020	6/30/2020	IOP	1600	210.98	13.2%	147.69	0	63.29	0 0073993	W08210 1608
AH	AV-WW-C1039305	6/12/2020	6/30/2020	IOP	1600	210.98	13.2%	147.69	0	63.29	0 0073993	W08210 1608
AH	AV-WW-C1046771	6/15/2020	6/30/2020	IOP	1600	449.61	28.1%	314.73	0	134.88	0 0073993	W08210 1608
AH	AV-WW-C1046772	6/16/2020	6/30/2020	IOP	1600	321.15	20.1%	224.8	0	96.35	0 0073993	W08210 1608
AH	AV-WW-C1046773	6/17/2020	6/30/2020	IOP	1600	321.15	20.1%	224.8	0	96.35	0 0073993	W08210 1608
AH	AV-WW-C1046774	6/18/2020	6/30/2020	IOP	1600	321.15	20.1%	224.8	0	96.35	0 0073993	W08210 1608
AH	AV-WW-C1046775	6/19/2020	6/30/2020	IOP	1600	321.15	20.1%	224.8	0	96.35	0 0073993	W08210 1608
AH	AV-WW-C1054520	6/22/2020	6/30/2020	IOP	1600	210.98	13.2%	147.69	0	63.29	0 0073993	W08210 1608
AH	AV-WW-C1054521	6/23/2020	6/30/2020	IOP	1600	210.98	13.2%	147.69	0	63.29	0 0073993	W08210 1608
AH	AV-WW-C1054522	6/24/2020	6/30/2020	IOP	1600	210.98	13.2%	147.69	0	63.29	0 0073993	W08210 1608
AH	AV-WW-C1054523	6/25/2020	6/30/2020	IOP	1600	210.98	13.2%	147.69	0	63.29	0 0073993	W08210 1608
AH	AV-WW-C1054524	6/26/2020	6/30/2020	IOP	1600	321.15	20.1%	224.8	0	96.35	0 0073993	W08210 1608
AH	AV-WW-C1058409	6/29/2020	6/30/2020	IOP	1600	321.15	20.1%	224.8	0	96.35	0 0073993	W08210 1608
AH	AV-WW-C1058410	6/30/2020	6/30/2020	Group Psyc	750	49.74	6.6%	34.82	0	14.92	0 0073993	W08210 1608
TK	AV-WW-C0320318	9/5/2018	9/15/2018	DTX	4800	2976	62.0%	2083.2	0	892.8	0 0027377	W197623362
TK	AV-WW-C0320318	9/6/2018	9/15/2018	DTX	4800	2976	62.0%	2083.2	0	892.8	0 0027377	W197623362
TK	AV-WW-C0320319	9/7/2018	9/15/2018	DTX	4800	2976	62.0%	2083.2	0	892.8	0 0027377	W197623362
TK	AV-WW-C0320319	9/8/2018	9/15/2018	DTX	4800	2976	62.0%	2083.2	0	892.8	0 0027377	W197623362
TK	AV-WW-C0325654	9/9/2018	9/15/2018	DTX	4800	4800	100.0%	3360	0	1440	0 0027377	W197623362
TK	AV-WW-C0325654	9/10/2018	9/15/2018	DTX	4800	4800	100.0%	3360	0	1440	0 0027377	W197623362
TK	AV-WW-C0325655	9/11/2018	9/15/2018	DTX	4800	4800	100.0%	3360	0	1440	0 0027377	W197623362
TK	AV-WW-C0325656	9/12/2018	9/15/2018	RTC	4200	426.64	10.2%	298.65	0	127.99	0 0027377	W197623362
TK	AV-WW-C0325656	9/13/2018	9/15/2018	RTC	4200	426.64	10.2%	298.65	0	127.99	0 0027377	W197623362
TK	AV-WW-C0325657	9/14/2018	9/15/2018	RTC	4200	426.64	10.2%	298.65	0	127.99	0 0027377	W197623362
TK	AV-WW-C0325657	9/15/2018	9/15/2018	RTC	4200	426.64	10.2%	298.65	0	127.99	0 0027377	W197623362
TK	AV-WW-C0502145	4/4/2019	4/9/2019	DTX	4800	1113.87	23.2%	779.71	0	334.16	0 0042787	W197623362
TK	AV-WW-C0502145	4/5/2019	4/9/2019	DTX	4800	1113.87	23.2%	779.71	0	334.16	0 0042787	W197623362
TK	AV-WW-C0502146	4/6/2019	4/9/2019	DTX	4800	1147.62	23.9%	266.97	766.24	114.41	0 0042787	W197623362
TK	AV-WW-C0668626	4/7/2019	4/9/2019	DTX	4800	1113.87	23.2%	779.71	0	334.16	0 0042787	W197623362
TK	AV-WW-C0668626	4/8/2019	4/9/2019	DTX	4800	1113.87	23.2%	779.71	0	334.16	0 0042787	W197623362
TK	AV-WW-C0668627	4/9/2019	4/9/2019	DTX	4800	2976	62.0%	2083.2	0	892.8	0 0042787	W197623362
TK	AV-WW-C0535770	4/30/2019	4/30/2019	DTX	4800	1147.62	23.9%	803.33	0	344.29	0 0045212	W197623362
RK	AV-WW-C0420206	1/21/2019	4/15/2019	DTX	4800	1559.42	32.5%	1091.595	0	467.825	0 0035906	W241719850
RK	AV-WW-C0420206	1/22/2019	4/15/2019	DTX	4800	1559.42	32.5%	1091.595	0	467.825	0 0035906	W241719850
RK	AV-WW-C0420207	1/23/2019	4/15/2019	DTX	4800	581.525	12.1%	407.065	0	174.46	0 0035906	W241719850

RK	AV-WW-C0420207	1/24/2019	4/15/2019 DTX	4800	581.525	12.1%	407.065	0	174.46	0 0035906	W241719850
RK	AV-WW-C0420208	1/25/2019	4/15/2019 DTX	4800	1002.96	20.9%	702.07	0	300.89	0 0035906	W241719850
RK	AV-WW-C0427284	1/26/2019	4/15/2019 RTC	4200	432.26	10.3%	302.58	0	129.68	0 0035906	W241719850
RK	AV-WW-C0427103	1/27/2019	4/15/2019 RTC	4200	432.26	10.3%	3.935	426.64	1.685	0 0035906	W241719850
RK	AV-WW-C0427103	1/28/2019	4/15/2019 RTC	4200	432.26	10.3%	3.935	426.64	1.685	0 0035906	W241719850
RK	AV-WW-C0427104	1/29/2019	4/15/2019 RTC	4200	432.26	10.3%	266.295	51.835	114.13	0 0035906	W241719850
RK	AV-WW-C0427104	1/30/2019	4/15/2019 RTC	4200	432.26	10.3%	266.295	51.835	114.13	0 0035906	W241719850
RK	AV-WW-C0427105	1/31/2019	4/15/2019 RTC	4200	1515.32	36.1%	1060.725	0	454.595	0 0035906	W241719850
RK	AV-WW-C0427105	2/1/2019	4/15/2019 RTC	4200	1515.32	36.1%	1060.725	0	454.595	0 0035906	W241719850
RK	AV-WW-C0427106	2/2/2019	4/15/2019 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0035906	W241719850
RK	AV-WW-C0433373	2/3/2019	4/15/2019 RTC	4200	432.26	10.3%	302.58	0	129.68	0 0035906	W241719850
RK	AV-WW-C0433373	2/4/2019	4/15/2019 RTC	4200	432.26	10.3%	302.58	0	129.68	0 0035906	W241719850
RK	AV-WW-C0433374	2/5/2019	4/15/2019 RTC	4200	432.26	10.3%	302.58	0	129.68	0 0035906	W241719850
RK	AV-WW-C0433374	2/6/2019	4/15/2019 RTC	4200	432.26	10.3%	302.58	0	129.68	0 0035906	W241719850
RK	AV-WW-C0433375	2/7/2019	4/15/2019 RTC	4200	432.26	10.3%	302.58	0	129.68	0 0035906	W241719850
RK	AV-WW-C0433375	2/8/2019	4/15/2019 RTC	4200	432.26	10.3%	302.58	0	129.68	0 0035906	W241719850
RK	AV-WW-C0433376	2/9/2019	4/15/2019 RTC	4200	432.26	10.3%	302.58	0	129.68	0 0035906	W241719850
RK	AV-WW-C0439693	2/10/2019	4/15/2019 RTC	4200	432.26	10.3%	302.58	0	129.68	0 0035906	W241719850
RK	AV-WW-C0439693	2/11/2019	4/15/2019 RTC	4200	432.26	10.3%	302.58	0	129.68	0 0035906	W241719850
RK	AV-WW-C0439694	2/12/2019	4/15/2019 RTC	4200	432.26	10.3%	302.58	0	129.68	0 0035906	W241719850
RK	AV-WW-C0439695	2/13/2019	4/15/2019 RTC	4200	432.26	10.3%	302.58	0	129.68	0 0035906	W241719850
RK	AV-WW-C0439695	2/14/2019	4/15/2019 RTC	4200	432.26	10.3%	302.58	0	129.68	0 0035906	W241719850
RK	AV-WW-C0439696	2/15/2019	4/15/2019 RTC	4200	432.26	10.3%	302.58	0	129.68	0 0035906	W241719850
RK	AV-WW-C0439696	2/16/2019	4/15/2019 RTC	4200	432.26	10.3%	302.58	0	129.68	0 0035906	W241719850
RK	AV-WW-C0448634	2/17/2019	4/15/2019 RTC	4200	432.26	10.3%	302.58	0	129.68	0 0035906	W241719850
RK	AV-WW-C0448634	2/18/2019	4/15/2019 RTC	4200	432.26	10.3%	302.58	0	129.68	0 0035906	W241719850
RK	AV-WW-C0448635	2/19/2019	4/15/2019 RTC	4200	432.26	10.3%	302.58	0	129.68	0 0035906	W241719850
RK	AV-WW-C0448635	2/20/2019	4/15/2019 RTC	4200	432.26	10.3%	302.58	0	129.68	0 0035906	W241719850
RK	AV-WW-C0448637	2/21/2019	4/15/2019 RTC	4200	432.26	10.3%	302.58	0	129.68	0 0035906	W241719850
RK	AV-WW-C0448637	2/22/2019	4/15/2019 RTC	4200	432.26	10.3%	302.58	0	129.68	0 0035906	W241719850
RK	AV-WW-C0448639	2/23/2019	4/15/2019 PHP	2275	351.62	15.5%	246.13	0	105.49	0 0035906	W241719850
RK	AV-WW-C0455031	2/25/2019	4/15/2019 PHP	2275	351.62	15.5%	246.13	0	105.49	0 0035906	W241719850
RK	AV-WW-C0455031	2/26/2019	4/15/2019 PHP	2275	351.62	15.5%	246.13	0	105.49	0 0035906	W241719850
RK	AV-WW-C0455031	2/27/2019	4/15/2019 PHP	2275	351.62	15.5%	246.13	0	105.49	0 0035906	W241719850
RK	AV-WW-C0455031	2/28/2019	4/15/2019 PHP	2275	351.62	15.5%	246.13	0	105.49	0 0035906	W241719850
RK	AV-WW-C0455032	3/1/2019	4/15/2019 PHP	2275	351.62	15.5%	246.13	0	105.49	0 0035906	W241719850
RK	AV-WW-C0462753	3/4/2019	4/15/2019 PHP	2275	351.62	15.5%	246.13	0	105.49	0 0035906	W241719850
RK	AV-WW-C0462753	3/5/2019	4/15/2019 PHP	2275	351.62	15.5%	246.13	0	105.49	0 0035906	W241719850
RK	AV-WW-C0462753	3/6/2019	4/15/2019 PHP	2275	351.62	15.5%	246.13	0	105.49	0 0035906	W241719850
RK	AV-WW-C0462753	3/7/2019	4/15/2019 PHP	2275	351.62	15.5%	246.13	0	105.49	0 0035906	W241719850

RK	AV-WW-C0462754	3/8/2019	4/15/2019	PHP	2275	351.62	15.5%	246.13	0	105.49	0 0035906	W241719850
RK	AV-WW-C0470529	3/11/2019	4/15/2019	PHP	2275	351.62	15.5%	246.13	0	105.49	0 0035906	W241719850
RK	AV-WW-C0470529	3/12/2019	4/15/2019	PHP	2275	351.62	15.5%	246.13	0	105.49	0 0035906	W241719850
RK	AV-WW-C0470529	3/13/2019	4/15/2019	PHP	2275	351.62	15.5%	246.13	0	105.49	0 0035906	W241719850
RK	AV-WW-C0470529	3/14/2019	4/15/2019	PHP	2275	351.62	15.5%	246.13	0	105.49	0 0035906	W241719850
RK	AV-WW-C0470530	3/15/2019	4/15/2019	PHP	2275	351.62	15.5%	246.13	0	105.49	0 0035906	W241719850
RK	AV-WW-C0481103	3/18/2019	4/15/2019	PHP	2275	351.62	15.5%	246.13	0	105.49	0 0035906	W241719850
RK	AV-WW-C0481103	3/19/2019	4/15/2019	PHP	2275	351.62	15.5%	246.13	0	105.49	0 0035906	W241719850
RK	AV-WW-C0481103	3/20/2019	4/15/2019	PHP	2275	351.62	15.5%	246.13	0	105.49	0 0035906	W241719850
RK	AV-WW-C0481103	3/21/2019	4/15/2019	PHP	2275	351.62	15.5%	246.13	0	105.49	0 0035906	W241719850
RK	AV-WW-C0481104	3/22/2019	4/15/2019	PHP	2275	351.62	15.5%	246.13	0	105.49	0 0035906	W241719850
RK	AV-WW-C0952701	3/23/2019	4/15/2019	PHP	2275	351.62	15.5%	246.13	0	105.49	0 0035906	W241719850
RK	AV-WW-C0488815	3/25/2019	4/15/2019	PHP	2275	351.62	15.5%	246.13	0	105.49	0 0035906	W241719850
RK	AV-WW-C0488815	3/26/2019	4/15/2019	PHP	2275	351.62	15.5%	246.13	0	105.49	0 0035906	W241719850
RK	AV-WW-C0488815	3/27/2019	4/15/2019	PHP	2275	351.62	15.5%	246.13	0	105.49	0 0035906	W241719850
RK	AV-WW-C0488815	3/28/2019	4/15/2019	PHP	2275	351.62	15.5%	246.13	0	105.49	0 0035906	W241719850
RK	AV-WW-C0491464	3/29/2019	4/15/2019	IOP	1600	199.15	12.4%	139.4	0	59.75	0 0035906	W241719850
RK	AV-WW-C0508293	4/8/2019	4/15/2019	IOP	1600	199.15	12.4%	139.4	0	59.75	0 0035906	W241719850
RK	AV-WW-C0508293	4/9/2019	4/15/2019	IOP	1600	199.15	12.4%	139.4	0	59.75	0 0035906	W241719850
RK	AV-WW-C0508293	4/10/2019	4/15/2019	IOP	1600	199.15	12.4%	139.4	0	59.75	0 0035906	W241719850
CM	AV-WW-C1096138	7/27/2020	9/25/2020	RTC	4200	1406.5	33.5%	984.55	0	421.95	0 0085899	W231606526
CM	AV-WW-C1096139	7/28/2020	9/25/2020	RTC	4200	705.76	16.8%	82.43	588	35.33	0 0085899	W231606526
CM	AV-WW-C1096140	7/29/2020	9/25/2020	RTC	4200	476	11.3%	333.2	0	142.8	0 0085899	W231606526
CM	AV-WW-C1096141	7/30/2020	9/25/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0 0085899	W231606526
CM	AV-WW-C1096142	7/31/2020	9/25/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0 0085899	W231606526
CM	AV-WW-C1107051	8/1/2020	9/25/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0 0085899	W231606526
CM	AV-WW-C1107426	8/2/2020	9/25/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0 0085899	W231606526
CM	AV-WW-C1107427	8/3/2020	9/25/2020	RTC	4200	476	11.3%	333.2	0	142.8	0 0085899	W231606526
CM	AV-WW-C1107428	8/4/2020	9/25/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0 0085899	W231606526
CM	AV-WW-C1107429	8/5/2020	9/25/2020	RTC	4200	476	11.3%	333.2	0	142.8	0 0085899	W231606526
CM	AV-WW-C1107430	8/6/2020	9/25/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0 0085899	W231606526
CM	AV-WW-C1107431	8/7/2020	9/25/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0 0085899	W231606526
CM	AV-WW-C1107432	8/8/2020	9/25/2020	RTC	4200	4200	100.0%	2940	0	1260	0 0085899	W231606526
CM	AV-WW-C1116402	8/9/2020	9/25/2020	RTC	4200	476	11.3%	333.2	0	142.8	0 0085899	W231606526
CM	AV-WW-C1116403	8/10/2020	9/25/2020	RTC	4200	1406.5	33.5%	984.55	0	421.95	0 0085899	W231606526
CM	AV-WW-C1116404	8/11/2020	9/25/2020	RTC	4200	476	11.3%	333.2	0	142.8	0 0085899	W231606526
CM	AV-WW-C1116405	8/12/2020	9/25/2020	RTC	4200	476	11.3%	333.2	0	142.8	0 0085899	W231606526
CM	AV-WW-C1116406	8/13/2020	9/25/2020	RTC	4200	1406.5	33.5%	984.55	0	421.95	0 0085899	W231606526
CM	AV-WW-C1116407	8/14/2020	9/25/2020	RTC	4200	476	11.3%	333.2	0	142.8	0 0085899	W231606526
CM	AV-WW-C1116408	8/15/2020	9/25/2020	RTC	4200	476	11.3%	333.2	0	142.8	0 0085899	W231606526

CM	AV-WW-C1125308	8/16/2020	9/25/2020	RTC	4200	476	11.3%	333.2	0	142.8	0 0085899	W231606526
CM	AV-WW-C1125309	8/17/2020	9/25/2020	RTC	4200	476	11.3%	333.2	0	142.8	0 0085899	W231606526
CM	AV-WW-C1125310	8/18/2020	9/25/2020	RTC	4200	476	11.3%	333.2	0	142.8	0 0085899	W231606526
CM	AV-WW-C1125311	8/19/2020	9/25/2020	RTC	4200	1406.5	33.5%	984.55	0	421.95	0 0085899	W231606526
CM	AV-WW-C1125312	8/20/2020	9/25/2020	RTC	4200	476	11.3%	333.2	0	142.8	0 0085899	W231606526
CM	AV-WW-C1125313	8/21/2020	9/25/2020	RTC	4200	1406.5	33.5%	984.55	0	421.95	0 0085899	W231606526
CM	AV-WW-C1125314	8/22/2020	9/25/2020	RTC	4200	476	11.3%	333.2	0	142.8	0 0085899	W231606526
CM	AV-WW-C1134611	8/23/2020	9/25/2020	RTC	4200	476	11.3%	333.2	0	142.8	0 0085899	W231606526
CM	AV-WW-C1134612	8/24/2020	9/25/2020	RTC	4200	476	11.3%	333.2	0	142.8	0 0085899	W231606526
CM	AV-WW-C1134613	8/25/2020	9/25/2020	PHP	2275	430.18	18.9%	301.13	0	129.05	0 0085899	W231606526
CM	AV-WW-C1134614	8/26/2020	9/25/2020	PHP	2275	430.18	18.9%	301.13	0	129.05	0 0085899	W231606526
CM	AV-WW-C1134615	8/27/2020	9/25/2020	PHP	2275	430.18	18.9%	301.13	0	129.05	0 0085899	W231606526
CM	AV-WW-C1134616	8/28/2020	9/25/2020	PHP	2275	430.18	18.9%	301.13	0	129.05	0 0085899	W231606526
CM	AV-WW-C1139839	8/29/2020	9/25/2020	PHP	2275	430.18	18.9%	301.13	0	129.05	0 0085899	W231606526
CM	AV-WW-C1134617	8/30/2020	9/25/2020	PHP	2275	430.18	18.9%	301.13	0	129.05	0 0085899	W231606526
CM	AV-WW-C1134618	8/31/2020	9/25/2020	PHP	2275	430.18	18.9%	301.13	0	129.05	0 0085899	W231606526
CM	AV-WW-C1144354	9/1/2020	9/25/2020	PHP	2275	430.18	18.9%	301.13	0	129.05	0 0085899	W231606526
CM	AV-WW-C1144355	9/2/2020	9/25/2020	PHP	2275	430.18	18.9%	301.13	0	129.05	0 0085899	W231606526
CM	AV-WW-C1144356	9/3/2020	9/25/2020	PHP	2275	430.18	18.9%	301.13	0	129.05	0 0085899	W231606526
CM	AV-WW-C1144357	9/4/2020	9/25/2020	PHP	2275	430.18	18.9%	301.13	0	129.05	0 0085899	W231606526
CM	AV-WW-C1144358	9/5/2020	9/25/2020	PHP	2275	430.18	18.9%	301.13	0	129.05	0 0085899	W231606526
CM	AV-WW-C1207727	9/6/2020	9/25/2020	PHP	2275	430.18	18.9%	301.13	0	129.05	0 0085899	W231606526
CM	AV-WW-C1207728	9/7/2020	9/25/2020	PHP	2275	430.18	18.9%	301.13	0	129.05	0 0085899	W231606526
CM	AV-WW-C1207729	9/8/2020	9/25/2020	PHP	2275	430.18	18.9%	301.13	0	129.05	0 0085899	W231606526
CM	AV-WW-C1207730	9/9/2020	9/25/2020	PHP	2275	430.18	18.9%	301.13	0	129.05	0 0085899	W231606526
CM	AV-WW-C1207731	9/10/2020	9/25/2020	PHP	2275	430.18	18.9%	301.13	0	129.05	0 0085899	W231606526
CM	AV-WW-C1207732	9/11/2020	9/25/2020	PHP	2275	430.18	18.9%	301.13	0	129.05	0 0085899	W231606526
CM	AV-WW-C1207733	9/12/2020	9/25/2020	PHP	2275	430.18	18.9%	301.13	0	129.05	0 0085899	W231606526
CM	AV-WW-C1221683	9/13/2020	9/25/2020	PHP	2275	1411	62.0%	987.7	0	423.3	0 0085899	W231606526
CM	AV-WW-C1221684	9/14/2020	9/25/2020	PHP	2275	456.64	20.1%	319.65	0	136.99	0 0085899	W231606526
CM	AV-WW-C1221685	9/15/2020	9/25/2020	PHP	2275	1411	62.0%	987.7	0	423.3	0 0085899	W231606526
CM	AV-WW-C1221686	9/16/2020	9/25/2020	PHP	2275	430.18	18.9%	301.13	0	129.05	0 0085899	W231606526
CM	AV-WW-C1221687	9/17/2020	9/25/2020	PHP	2275	1411	62.0%	1269.9	0	141.1	0 0085899	W231606526
CM	AV-WW-C1221688	9/18/2020	9/25/2020	PHP	2275	456.64	20.1%	319.65	0	136.99	0 0085899	W231606526
CM	AV-WW-C1221689	9/19/2020	9/25/2020	PHP	2275	456.64	20.1%	319.65	0	136.99	0 0085899	W231606526
CM	AV-WW-C1234401	9/20/2020	9/25/2020	PHP	2275	1411	62.0%	987.7	0	423.3	0 0085899	W231606526
CM	AV-WW-C1234400	9/21/2020	9/25/2020	IOP	1600	214.93	13.4%	150.45	0	64.48	0 0085899	W231606526
CM	AV-WW-C1234402	9/22/2020	9/25/2020	IOP	1600	214.93	13.4%	150.45	0	64.48	0 0085899	W231606526
CM	AV-WW-C1234403	9/23/2020	9/25/2020	IOP	1600	321.15	20.1%	224.8	0	96.35	0 0085899	W231606526
CM	AV-WW-C1234404	9/24/2020	9/25/2020	IOP	1600	214.93	13.4%	150.45	0	64.48	0 0085899	W231606526

CM	AV-WW-C1240491	9/25/2020	9/25/2020 Group Psyc	1500	126.83	8.5%	88.78	0	38.05	0 0085899	W231606526
EM	AV-WW-C0838401	12/9/2019	12/13/2019 DTX	4800	1170.74	24.4%	819.52	0	351.22	0 0065039	W2348 72964
EM	AV-WW-C0838402	12/10/2019	12/13/2019 DTX	4800	1170.74	24.4%	819.52	0	351.22	0 0065039	W2348 72964
EM	AV-WW-C0838403	12/11/2019	12/13/2019 DTX	4800	1170.74	24.4%	819.52	0	351.22	0 0065039	W2348 72964
EM	AV-WW-C0838404	12/12/2019	12/13/2019 DTX	4800	1170.74	24.4%	819.52	0	351.22	0 0065039	W2348 72964
TP	AV-WW-C0269985	6/15/2018	8/24/2018 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0022823	W223304969
TP	AV-WW-C0269985	6/16/2018	8/24/2018 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0022823	W223304969
TP	AV-WW-C0273685	6/17/2018	8/24/2018 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0022823	W223304969
TP	AV-WW-C0273685	6/18/2018	8/24/2018 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0022823	W223304969
TP	AV-WW-C0273686	6/19/2018	8/24/2018 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0022823	W223304969
TP	AV-WW-C0273686	6/20/2018	8/24/2018 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0022823	W223304969
TP	AV-WW-C0273687	6/21/2018	8/24/2018 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0022823	W223304969
TP	AV-WW-C0273687	6/22/2018	8/24/2018 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0022823	W223304969
TP	AV-WW-C0273688	6/23/2018	8/24/2018 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0022823	W223304969
TP	AV-WW-C0277614	6/24/2018	8/24/2018 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0022823	W223304969
TP	AV-WW-C0277615	6/25/2018	8/24/2018 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0022823	W223304969
TP	AV-WW-C0277616	6/26/2018	8/24/2018 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0022823	W223304969
TP	AV-WW-C0277616	6/27/2018	8/24/2018 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0022823	W223304969
TP	AV-WW-C0277617	6/28/2018	8/24/2018 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0022823	W223304969
TP	AV-WW-C0277617	6/29/2018	8/24/2018 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0022823	W223304969
TP	AV-WW-C0277618	6/30/2018	8/24/2018 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0022823	W223304969
TP	AV-WW-C0289054	7/1/2018	8/24/2018 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0022823	W223304969
TP	AV-WW-C0289054	7/2/2018	8/24/2018 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0022823	W223304969
TP	AV-WW-C0289055	7/3/2018	8/24/2018 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0022823	W223304969
TP	AV-WW-C0289055	7/4/2018	8/24/2018 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0022823	W223304969
TP	AV-WW-C0289056	7/5/2018	8/24/2018 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0022823	W223304969
TP	AV-WW-C0289056	7/6/2018	8/24/2018 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0022823	W223304969
TP	AV-WW-C0289057	7/7/2018	8/24/2018 PHP	2275	446.56	19.6%	312.59	0	133.97	0 0022823	W223304969
TP	AV-WW-C0285481	7/8/2018	8/24/2018 PHP	2275	446.56	19.6%	312.59	0	133.97	0 0022823	W223304969
TP	AV-WW-C0285481	7/9/2018	8/24/2018 PHP	2275	446.56	19.6%	312.59	0	133.97	0 0022823	W223304969
TP	AV-WW-C0285481	7/10/2018	8/24/2018 PHP	2275	446.56	19.6%	312.59	0	133.97	0 0022823	W223304969
TP	AV-WW-C0285481	7/11/2018	8/24/2018 PHP	2275	446.56	19.6%	312.59	0	133.97	0 0022823	W223304969
TP	AV-WW-C0285482	7/12/2018	8/24/2018 PHP	2275	446.56	19.6%	312.59	0	133.97	0 0022823	W223304969
TP	AV-WW-C0285482	7/13/2018	8/24/2018 PHP	2275	446.56	19.6%	312.59	0	133.97	0 0022823	W223304969
TP	AV-WW-C0285482	7/14/2018	8/24/2018 PHP	2275	446.56	19.6%	312.59	0	133.97	0 0022823	W223304969
TP	AV-WW-C0289057	7/15/2018	8/24/2018 PHP	2275	446.56	19.6%	312.59	0	133.97	0 0022823	W223304969
TP	AV-WW-C0289057	7/16/2018	8/24/2018 PHP	2275	446.56	19.6%	312.59	0	133.97	0 0022823	W223304969
TP	AV-WW-C0289058	7/17/2018	8/24/2018 PHP	2275	446.56	19.6%	312.59	0	133.97	0 0022823	W223304969
TP	AV-WW-C0289058	7/18/2018	8/24/2018 PHP	2275	446.56	19.6%	312.59	0	133.97	0 0022823	W223304969
TP	AV-WW-C0289058	7/19/2018	8/24/2018 PHP	2275	446.56	19.6%	312.59	0	133.97	0 0022823	W223304969

TP	AV-WW-C0289058	7/20/2018	8/24/2018 PHP	2275	446.56	19.6%	312.59	0	133.97	0 0022823	W223304969
TP	AV-WW-C0289059	7/21/2018	8/24/2018 PHP	2275	446.56	19.6%	312.59	0	133.97	0 0022823	W223304969
TP	AV-WW-C0293620	7/22/2018	8/24/2018 PHP	2275	446.56	19.6%	312.59	0	133.97	0 0022823	W223304969
TP	AV-WW-C0293620	7/23/2018	8/24/2018 PHP	2275	446.56	19.6%	312.59	0	133.97	0 0022823	W223304969
TP	AV-WW-C0293621	7/24/2018	8/24/2018 PHP	2275	446.56	19.6%	312.59	0	133.97	0 0022823	W223304969
TP	AV-WW-C0293621	7/25/2018	8/24/2018 PHP	2275	446.56	19.6%	312.59	0	133.97	0 0022823	W223304969
TP	AV-WW-C0293621	7/26/2018	8/24/2018 PHP	2275	446.56	19.6%	312.59	0	133.97	0 0022823	W223304969
TP	AV-WW-C0293621	7/27/2018	8/24/2018 PHP	2275	446.56	19.6%	312.59	0	133.97	0 0022823	W223304969
TP	AV-WW-C0293622	7/28/2018	8/24/2018 PHP	2275	446.56	19.6%	312.59	0	133.97	0 0022823	W223304969
TP	AV-WW-C0293622	7/29/2018	8/24/2018 PHP	2275	446.56	19.6%	312.59	0	133.97	0 0022823	W223304969
TP	AV-WW-C0293622	7/30/2018	8/24/2018 PHP	2275	446.56	19.6%	312.59	0	133.97	0 0022823	W223304969
TP	AV-WW-C0295353	7/31/2018	8/24/2018 IOP	1600	343.57	21.5%	240.5	0	103.07	0 0022823	W223304969
TP	AV-WW-C0295353	8/1/2018	8/24/2018 IOP	1600	343.57	21.5%	240.5	0	103.07	0 0022823	W223304969
TP	AV-WW-C0295353	8/2/2018	8/24/2018 IOP	1600	343.57	21.5%	240.5	0	103.07	0 0022823	W223304969
TP	AV-WW-C0297151	8/3/2018	8/24/2018 IOP	1600	343.57	21.5%	240.5	0	103.07	0 0022823	W223304969
TP	AV-WW-C0301429	8/6/2018	8/24/2018 IOP	1600	343.57	21.5%	240.5	0	103.07	0 0022823	W223304969
TP	AV-WW-C0301429	8/7/2018	8/24/2018 IOP	1600	343.57	21.5%	240.5	0	103.07	0 0022823	W223304969
TP	AV-WW-C0301429	8/8/2018	8/24/2018 IOP	1600	343.57	21.5%	240.5	0	103.07	0 0022823	W223304969
TP	AV-WW-C0301429	8/9/2018	8/24/2018 IOP	1600	343.57	21.5%	240.5	0	103.07	0 0022823	W223304969
TP	AV-WW-C0301429	8/10/2018	8/24/2018 IOP	1600	343.57	21.5%	240.5	0	103.07	0 0022823	W223304969
TP	AV-WW-C0306060	8/13/2018	8/24/2018 IOP	1600	343.57	21.5%	240.5	0	103.07	0 0022823	W223304969
TP	AV-WW-C0306060	8/14/2018	8/24/2018 IOP	1600	343.57	21.5%	240.5	0	103.07	0 0022823	W223304969
TP	AV-WW-C0306060	8/15/2018	8/24/2018 IOP	1600	343.57	21.5%	240.5	0	103.07	0 0022823	W223304969
TP	AV-WW-C0306060	8/16/2018	8/24/2018 IOP	1600	343.57	21.5%	240.5	0	103.07	0 0022823	W223304969
TP	AV-WW-C0306060	8/17/2018	8/24/2018 IOP	1600	343.57	21.5%	240.5	0	103.07	0 0022823	W223304969
TP	AV-WW-C0311177	8/20/2018	8/24/2018 IOP	1600	343.57	21.5%	240.5	0	103.07	0 0022823	W223304969
TP	AV-WW-C0311177	8/21/2018	8/24/2018 IOP	1600	343.57	21.5%	240.5	0	103.07	0 0022823	W223304969
TP	AV-WW-C0311177	8/22/2018	8/24/2018 IOP	1600	343.57	21.5%	240.5	0	103.07	0 0022823	W223304969
TP	AV-WW-C0311177	8/23/2018	8/24/2018 IOP	1600	343.57	21.5%	240.5	0	103.07	0 0022823	W223304969
TP	AV-WW-C0648896	7/17/2019	7/20/2019 DTX	4800	1113.87	23.2%	779.71	0	334.16	0 0052463	W223304969
TP	AV-WW-C0648896	7/18/2019	7/20/2019 DTX	4800	1113.87	23.2%	779.71	0	334.16	0 0052463	W223304969
TP	AV-WW-C0648897	7/19/2019	7/20/2019 DTX	4800	1147.62	23.9%	803.33	0	344.29	0 0052463	W223304969
TP	AV-WW-C0648898	7/20/2019	7/20/2019 Group Psyc	1500	27.36	1.8%	19.15	0	8.21	0 0052463	W223304969
JR	AV-WW-C0149019	10/20/2017	11/17/2017 RTC	4200	426.64	10.2%	383.98	0	42.66	0 0012785	W228885745
JR	AV-WW-C0149019	10/21/2017	11/17/2017 RTC	4200	426.64	10.2%	383.98	0	42.66	0 0012785	W228885745
JR	AV-WW-C0151121	10/22/2017	11/17/2017 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0012785	W228885745
JR	AV-WW-C0151121	10/23/2017	11/17/2017 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0012785	W228885745
JR	AV-WW-C0151122	10/24/2017	11/17/2017 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0012785	W228885745
JR	AV-WW-C0151122	10/25/2017	11/17/2017 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0012785	W228885745
JR	AV-WW-C0151123	10/26/2017	11/17/2017 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0012785	W228885745

JR	AV-WW-C0151123	10/27/2017	11/17/2017	RTC	4200	426.64	10.2%	298.65	0	127.99	0 0012785	W228885745
JR	AV-WW-C0151124	10/28/2017	11/17/2017	RTC	4200	426.64	10.2%	298.65	0	127.99	0 0012785	W228885745
JR	AV-WW-C0153968	10/29/2017	11/17/2017	RTC	4200	426.64	10.2%	383.98	0	42.66	0 0012785	W228885745
JR	AV-WW-C0153968	10/30/2017	11/17/2017	RTC	4200	426.64	10.2%	383.98	0	42.66	0 0012785	W228885745
JR	AV-WW-C0153969	10/31/2017	11/17/2017	RTC	4200	426.64	10.2%	298.65	0	127.99	0 0012785	W228885745
JR	AV-WW-C0153969	11/1/2017	11/17/2017	RTC	4200	426.64	10.2%	298.65	0	127.99	0 0012785	W228885745
JR	AV-WW-C0153970	11/2/2017	11/17/2017	RTC	4200	426.64	10.2%	298.65	0	127.99	0 0012785	W228885745
JR	AV-WW-C0153970	11/3/2017	11/17/2017	RTC	4200	426.64	10.2%	298.65	0	127.99	0 0012785	W228885745
JR	AV-WW-C0153971	11/4/2017	11/17/2017	RTC	4200	426.64	10.2%	298.65	0	127.99	0 0012785	W228885745
JR	AV-WW-C0158008	11/8/2017	11/17/2017	PHP	2275	1539.4925	67.7%	1077.645	0	461.8475	0 0012785	W228885745
JR	AV-WW-C0158008	11/9/2017	11/17/2017	PHP	2275	1539.4925	67.7%	1077.645	0	461.8475	0 0012785	W228885745
JR	AV-WW-C0158008	11/10/2017	11/17/2017	PHP	2275	1539.4925	67.7%	1077.645	0	461.8475	0 0012785	W228885745
JR	AV-WW-C0158008	11/11/2017	11/17/2017	PHP	2275	1539.4925	67.7%	1077.645	0	461.8475	0 0012785	W228885745
JR	AV-WW-C0160817	11/12/2017	11/17/2017	PHP	2275	1539.4925	67.7%	1077.645	0	461.8475	0 0012785	W228885745
JR	AV-WW-C0160817	11/13/2017	11/17/2017	PHP	2275	1539.4925	67.7%	1077.645	0	461.8475	0 0012785	W228885745
JR	AV-WW-C0160817	11/14/2017	11/17/2017	PHP	2275	1539.4925	67.7%	1077.645	0	461.8475	0 0012785	W228885745
JR	AV-WW-C0160817	11/15/2017	11/17/2017	PHP	2275	1539.4925	67.7%	1077.645	0	461.8475	0 0012785	W228885745
JR	AV-WW-C0160818	11/16/2017	11/17/2017	PHP	2275	1539.495	67.7%	1077.645	0	461.85	0 0012785	W228885745
JR	AV-WW-C0160818	11/17/2017	11/17/2017	PHP	2275	1539.495	67.7%	1077.645	0	461.85	0 0012785	W228885745
JR	AV-WW-C0189878	1/19/2018	3/3/2018	RTC	4200	426.64	10.2%	298.65	0	127.99	0 0016351	W228885745
JR	AV-WW-C0189878	1/20/2018	3/3/2018	RTC	4200	426.64	10.2%	298.65	0	127.99	0 0016351	W228885745
JR	AV-WW-C0191553	1/21/2018	3/3/2018	RTC	4200	426.64	10.2%	234.045	92.29	100.305	0 0016351	W228885745
JR	AV-WW-C0191553	1/22/2018	3/3/2018	RTC	4200	426.64	10.2%	234.045	92.29	100.305	0 0016351	W228885745
JR	AV-WW-C0191554	1/23/2018	3/3/2018	RTC	4200	426.64	10.2%	298.65	0	127.99	0 0016351	W228885745
JR	AV-WW-C0191554	1/24/2018	3/3/2018	RTC	4200	426.64	10.2%	298.65	0	127.99	0 0016351	W228885745
JR	AV-WW-C0191555	1/25/2018	3/3/2018	RTC	4200	426.64	10.2%	0	426.64	0	0 0016351	W228885745
JR	AV-WW-C0191555	1/26/2018	3/3/2018	RTC	4200	426.64	10.2%	0	426.64	0	0 0016351	W228885745
JR	AV-WW-C0191556	1/27/2018	3/3/2018	RTC	4200	426.64	10.2%	298.65	0	127.99	0 0016351	W228885745
JR	AV-WW-C0189879	1/28/2018	3/3/2018	RTC	4200	3581.6	85.3%	2507.12	0	1074.48	0 0016351	W228885745
JR	AV-WW-C0189879	1/29/2018	3/3/2018	RTC	4200	3581.6	85.3%	2507.12	0	1074.48	0 0016351	W228885745
JR	AV-WW-C0189880	1/30/2018	3/3/2018	PHP	2275	989.8	43.5%	692.86	0	296.94	0 0016351	W228885745
JR	AV-WW-C0189880	1/31/2018	3/3/2018	PHP	2275	989.8	43.5%	692.86	0	296.94	0 0016351	W228885745
JR	AV-WW-C0191146	2/1/2018	3/3/2018	PHP	2275	1418.2	62.3%	992.74	0	425.46	0 0016351	W228885745
JR	AV-WW-C0191146	2/2/2018	3/3/2018	PHP	2275	1418.2	62.3%	992.74	0	425.46	0 0016351	W228885745
JR	AV-WW-C0191146	2/3/2018	3/3/2018	PHP	2275	1418.2	62.3%	992.74	0	425.46	0 0016351	W228885745
JR	AV-WW-C0193938	2/4/2018	3/3/2018	PHP	2275	1632.4	71.8%	1142.68	0	489.72	0 0016351	W228885745
JR	AV-WW-C0193938	2/5/2018	3/3/2018	PHP	2275	1632.4	71.8%	1142.68	0	489.72	0 0016351	W228885745
JR	AV-WW-C0193938	2/6/2018	3/3/2018	PHP	2275	1632.4	71.8%	1142.68	0	489.72	0 0016351	W228885745
JR	AV-WW-C0193938	2/7/2018	3/3/2018	PHP	2275	1632.4	71.8%	1142.68	0	489.72	0 0016351	W228885745
JR	AV-WW-C0193939	2/8/2018	3/3/2018	PHP	2275	446.56	19.6%	312.59	0	133.97	0 0016351	W228885745

JR	AV-WW-C0193940	2/9/2018	3/3/2018 PHP	2275	446.56	19.6%	312.59	0	133.97	0 0016351	W228885745
JR	AV-WW-C0193940	2/10/2018	3/3/2018 PHP	2275	446.56	19.6%	312.59	0	133.97	0 0016351	W228885745
JR	AV-WW-C0197078	2/11/2018	3/3/2018 PHP	2275	446.56	19.6%	312.59	0	133.97	0 0016351	W228885745
JR	AV-WW-C0197078	2/12/2018	3/3/2018 PHP	2275	446.56	19.6%	312.59	0	133.97	0 0016351	W228885745
JR	AV-WW-C0197079	2/13/2018	3/3/2018 IOP	1600	343.57	21.5%	240.5	0	103.07	0 0016351	W228885745
JR	AV-WW-C0197079	2/14/2018	3/3/2018 IOP	1600	343.57	21.5%	240.5	0	103.07	0 0016351	W228885745
JR	AV-WW-C0197079	2/15/2018	3/3/2018 IOP	1600	343.57	21.5%	240.5	0	103.07	0 0016351	W228885745
JR	AV-WW-C0197079	2/16/2018	3/3/2018 IOP	1600	343.57	21.5%	240.5	0	103.07	0 0016351	W228885745
JR	AV-WW-C0201270	2/19/2018	3/3/2018 IOP	1600	343.57	21.5%	240.5	0	103.07	0 0016351	W228885745
JR	AV-WW-C0201270	2/20/2018	3/3/2018 IOP	1600	343.57	21.5%	240.5	0	103.07	0 0016351	W228885745
JR	AV-WW-C0201270	2/21/2018	3/3/2018 IOP	1600	343.57	21.5%	240.5	0	103.07	0 0016351	W228885745
JR	AV-WW-C0201270	2/22/2018	3/3/2018 IOP	1600	343.57	21.5%	240.5	0	103.07	0 0016351	W228885745
JR	AV-WW-C0201270	2/23/2018	3/3/2018 IOP	1600	343.57	21.5%	240.5	0	103.07	0 0016351	W228885745
JR	AV-WW-C0203969	2/26/2018	3/3/2018 IOP	1600	343.57	21.5%	240.5	0	103.07	0 0016351	W228885745
JR	AV-WW-C0203969	2/27/2018	3/3/2018 IOP	1600	343.57	21.5%	240.5	0	103.07	0 0016351	W228885745
JR	AV-WW-C0203969	2/28/2018	3/3/2018 IOP	1600	343.57	21.5%	240.5	0	103.07	0 0016351	W228885745
JR	AV-WW-C0205254	3/1/2018	3/3/2018 IOP	1600	343.57	21.5%	240.5	0	103.07	0 0016351	W228885745
JR	AV-WW-C0205254	3/2/2018	3/3/2018 IOP	1600	343.57	21.5%	240.5	0	103.07	0 0016351	W228885745
JR	AV-WW-C0245558	4/30/2018	7/26/2018 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0020837	W228885745
JR	AV-WW-C0248840	5/1/2018	7/26/2018 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0020837	W228885745
JR	AV-WW-C0248840	5/2/2018	7/26/2018 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0020837	W228885745
JR	AV-WW-C0248841	5/3/2018	7/26/2018 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0020837	W228885745
JR	AV-WW-C0248841	5/4/2018	7/26/2018 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0020837	W228885745
JR	AV-WW-C0248842	5/5/2018	7/26/2018 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0020837	W228885745
JR	AV-WW-C0250267	5/6/2018	7/26/2018 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0020837	W228885745
JR	AV-WW-C0250267	5/7/2018	7/26/2018 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0020837	W228885745
JR	AV-WW-C0250268	5/8/2018	7/26/2018 PHP	2275	446.56	19.6%	312.59	0	133.97	0 0020837	W228885745
JR	AV-WW-C0250268	5/9/2018	7/26/2018 PHP	2275	446.56	19.6%	312.59	0	133.97	0 0020837	W228885745
JR	AV-WW-C0250268	5/10/2018	7/26/2018 PHP	2275	446.56	19.6%	312.59	0	133.97	0 0020837	W228885745
JR	AV-WW-C0250268	5/11/2018	7/26/2018 PHP	2275	446.56	19.6%	312.59	0	133.97	0 0020837	W228885745
JR	AV-WW-C0250269	5/12/2018	7/26/2018 PHP	2275	446.56	19.6%	312.59	0	133.97	0 0020837	W228885745
JR	AV-WW-C0254491	5/13/2018	7/26/2018 PHP	2275	446.56	19.6%	312.59	0	133.97	0 0020837	W228885745
JR	AV-WW-C0254491	5/14/2018	7/26/2018 PHP	2275	446.56	19.6%	312.59	0	133.97	0 0020837	W228885745
JR	AV-WW-C0254491	5/15/2018	7/26/2018 PHP	2275	446.56	19.6%	312.59	0	133.97	0 0020837	W228885745
JR	AV-WW-C0254491	5/16/2018	7/26/2018 PHP	2275	446.56	19.6%	312.59	0	133.97	0 0020837	W228885745
JR	AV-WW-C0254492	5/17/2018	7/26/2018 PHP	2275	446.56	19.6%	312.59	0	133.97	0 0020837	W228885745
JR	AV-WW-C0254493	5/18/2018	7/26/2018 PHP	2275	446.56	19.6%	312.59	0	133.97	0 0020837	W228885745
JR	AV-WW-C0254493	5/19/2018	7/26/2018 PHP	2275	446.56	19.6%	312.59	0	133.97	0 0020837	W228885745
JR	AV-WW-C0257079	5/21/2018	7/26/2018 PHP	2275	446.56	19.6%	312.59	0	133.97	0 0020837	W228885745
JR	AV-WW-C0257079	5/22/2018	7/26/2018 PHP	2275	446.56	19.6%	312.59	0	133.97	0 0020837	W228885745

JR	AV-WW-C0257079	5/23/2018	7/26/2018	PHP	2275	446.56	19.6%	312.59	0	133.97	0 0020837	W228885745
JR	AV-WW-C0257079	5/24/2018	7/26/2018	PHP	2275	446.56	19.6%	312.59	0	133.97	0 0020837	W228885745
JR	AV-WW-C0257080	5/25/2018	7/26/2018	PHP	2275	446.56	19.6%	312.59	0	133.97	0 0020837	W228885745
JR	AV-WW-C0257080	5/26/2018	7/26/2018	PHP	2275	446.56	19.6%	312.59	0	133.97	0 0020837	W228885745
JR	AV-WW-C0260318	5/28/2018	7/26/2018	PHP	2275	446.56	19.6%	312.59	0	133.97	0 0020837	W228885745
JR	AV-WW-C0260318	5/29/2018	7/26/2018	PHP	2275	446.56	19.6%	312.59	0	133.97	0 0020837	W228885745
JR	AV-WW-C0270519	6/15/2018	7/26/2018	IOP	1600	343.57	21.5%	240.5	0	103.07	0 0020837	W228885745
JR	AV-WW-C0273694	6/18/2018	7/26/2018	IOP	1600	343.57	21.5%	240.5	0	103.07	0 0020837	W228885745
JR	AV-WW-C0273694	6/20/2018	7/26/2018	IOP	1600	343.57	21.5%	240.5	0	103.07	0 0020837	W228885745
JR	AV-WW-C0273694	6/22/2018	7/26/2018	IOP	1600	343.57	21.5%	240.5	0	103.07	0 0020837	W228885745
JR	AV-WW-C0277628	6/25/2018	7/26/2018	IOP	1600	343.57	21.5%	240.5	0	103.07	0 0020837	W228885745
JR	AV-WW-C0277628	6/26/2018	7/26/2018	IOP	1600	343.57	21.5%	240.5	0	103.07	0 0020837	W228885745
JR	AV-WW-C0277628	6/29/2018	7/26/2018	IOP	1600	343.57	21.5%	240.5	0	103.07	0 0020837	W228885745
JR	AV-WW-C0281654	7/2/2018	7/26/2018	IOP	1600	343.57	21.5%	240.5	0	103.07	0 0020837	W228885745
JR	AV-WW-C0281654	7/4/2018	7/26/2018	IOP	1600	343.57	21.5%	240.5	0	103.07	0 0020837	W228885745
JR	AV-WW-C0281654	7/6/2018	7/26/2018	IOP	1600	343.57	21.5%	240.5	0	103.07	0 0020837	W228885745
JR	AV-WW-C0285485	7/9/2018	7/26/2018	IOP	1600	343.57	21.5%	240.5	0	103.07	0 0020837	W228885745
JR	AV-WW-C0285485	7/11/2018	7/26/2018	IOP	1600	343.57	21.5%	240.5	0	103.07	0 0020837	W228885745
JR	AV-WW-C0285485	7/13/2018	7/26/2018	IOP	1600	343.57	21.5%	240.5	0	103.07	0 0020837	W228885745
JR	AV-WW-C0289063	7/16/2018	7/26/2018	IOP	1600	343.57	21.5%	240.5	0	103.07	0 0020837	W228885745
JR	AV-WW-C0289063	7/18/2018	7/26/2018	IOP	1600	343.57	21.5%	240.5	0	103.07	0 0020837	W228885745
JR	AV-WW-C0293638	7/23/2018	7/26/2018	IOP	1600	343.57	21.5%	240.5	0	103.07	0 0020837	W228885745
JR	AV-WW-C0293638	7/24/2018	7/26/2018	IOP	1600	343.57	21.5%	240.5	0	103.07	0 0020837	W228885745
JR	AV-WW-C0293638	7/25/2018	7/26/2018	IOP	1600	343.57	21.5%	240.5	0	103.07	0 0020837	W228885745
AR	AV-WW-C0379722	11/30/2018	1/10/2019	DTX	4800	1113.87	23.2%	779.71	0	334.16	0 0032620	W084495396
AR	AV-WW-C0379722	12/1/2018	1/10/2019	DTX	4800	1113.87	23.2%	779.71	0	334.16	0 0032620	W084495396
AR	AV-WW-C0386467	12/2/2018	1/10/2019	DTX	4800	1113.87	23.2%	779.71	0	334.16	0 0032620	W084495396
AR	AV-WW-C0386467	12/3/2018	1/10/2019	DTX	4800	1113.87	23.2%	779.71	0	334.16	0 0032620	W084495396
AR	AV-WW-C0386468	12/4/2018	1/10/2019	DTX	4800	1113.87	23.2%	779.71	0	334.16	0 0032620	W084495396
AR	AV-WW-C0386468	12/5/2018	1/10/2019	DTX	4800	1113.87	23.2%	779.71	0	334.16	0 0032620	W084495396
AR	AV-WW-C0386469	12/6/2018	1/10/2019	DTX	4800	1113.87	23.2%	779.71	0	334.16	0 0032620	W084495396
AR	AV-WW-C0386470	12/7/2018	1/10/2019	RTC	4200	426.64	10.2%	298.65	0	127.99	0 0032620	W084495396
AR	AV-WW-C0386470	12/8/2018	1/10/2019	RTC	4200	426.64	10.2%	298.65	0	127.99	0 0032620	W084495396
AR	AV-WW-C0391551	12/9/2018	1/10/2019	RTC	4200	426.64	10.2%	298.65	0	127.99	0 0032620	W084495396
AR	AV-WW-C0391551	12/10/2018	1/10/2019	RTC	4200	426.64	10.2%	298.65	0	127.99	0 0032620	W084495396
AR	AV-WW-C0391552	12/11/2018	1/10/2019	RTC	4200	426.64	10.2%	298.65	0	127.99	0 0032620	W084495396
AR	AV-WW-C0391552	12/12/2018	1/10/2019	RTC	4200	426.64	10.2%	298.65	0	127.99	0 0032620	W084495396
AR	AV-WW-C0391553	12/13/2018	1/10/2019	RTC	4200	426.64	10.2%	298.65	0	127.99	0 0032620	W084495396
AR	AV-WW-C0391554	12/14/2018	1/10/2019	RTC	4200	426.64	10.2%	298.65	0	127.99	0 0032620	W084495396
AR	AV-WW-C0391554	12/15/2018	1/10/2019	RTC	4200	426.64	10.2%	298.65	0	127.99	0 0032620	W084495396

AR	AV-WW-C0396913	12/16/2018	1/10/2019 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0032620	W084495396
AR	AV-WW-C0396913	12/17/2018	1/10/2019 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0032620	W084495396
AR	AV-WW-C0396914	12/18/2018	1/10/2019 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0032620	W084495396
AR	AV-WW-C0396914	12/19/2018	1/10/2019 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0032620	W084495396
AR	AV-WW-C0396915	12/20/2018	1/10/2019 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0032620	W084495396
AR	AV-WW-C0396916	12/21/2018	1/10/2019 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0032620	W084495396
AR	AV-WW-C0396916	12/22/2018	1/10/2019 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0032620	W084495396
AR	AV-WW-C0401560	12/23/2018	1/10/2019 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0032620	W084495396
AR	AV-WW-C0401560	12/24/2018	1/10/2019 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0032620	W084495396
AR	AV-WW-C0401561	12/25/2018	1/10/2019 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0032620	W084495396
AR	AV-WW-C0401561	12/26/2018	1/10/2019 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0032620	W084495396
AR	AV-WW-C0401562	12/27/2018	1/10/2019 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0032620	W084495396
AR	AV-WW-C0401563	12/28/2018	1/10/2019 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0032620	W084495396
AR	AV-WW-C0401563	12/29/2018	1/10/2019 RTC	4200	426.64	10.2%	298.65	0	127.99	0 0032620	W084495396
AR	AV-WW-C0403757	12/30/2018	1/10/2019 RTC	4200	2604	62.0%	2343.6	0	260.4	0 0032620	W084495396
AR	AV-WW-C0403757	12/31/2018	1/10/2019 RTC	4200	2604	62.0%	2343.6	0	260.4	0 0032620	W084495396
AR	AV-WW-C0404474	1/1/2019	1/10/2019 RTC	4200	426.64	10.2%	0	426.64	0	0 0032620	W084495396
AR	AV-WW-C0404474	1/2/2019	1/10/2019 RTC	4200	426.64	10.2%	0	426.64	0	0 0032620	W084495396
AR	AV-WW-C0404475	1/3/2019	1/10/2019 RTC	4200	426.64	10.2%	0	426.64	0	0 0032620	W084495396
AR	AV-WW-C0404476	1/4/2019	1/10/2019 PHP	2275	446.56	19.6%	235.565	110.04	100.955	0 0032620	W084495396
AR	AV-WW-C0404476	1/5/2019	1/10/2019 PHP	2275	446.56	19.6%	235.565	110.04	100.955	0 0032620	W084495396
AR	AV-WW-C0409527	1/7/2019	1/10/2019 PHP	2275	351.62	15.5%	246.13	0	105.49	0 0032620	W084495396
AR	AV-WW-C0409527	1/8/2019	1/10/2019 PHP	2275	351.62	15.5%	246.13	0	105.49	0 0032620	W084495396
AR	AV-WW-C0409527	1/9/2019	1/10/2019 PHP	2275	351.62	15.5%	246.13	0	105.49	0 0032620	W084495396
AR	AV-WW-C0951508	1/10/2019	1/10/2019 Group Psyc	750	0	0.0%	0	0	0	0 0032620	W084495396
AR	AV-WW-C0433395	2/7/2019	4/18/2019 DTX	4800	1113.87	23.2%	779.71	0	334.16	0 0037249	W084495396
AR	AV-WW-C0433395	2/8/2019	4/18/2019 DTX	4800	1113.87	23.2%	779.71	0	334.16	0 0037249	W084495396
AR	AV-WW-C0433396	2/9/2019	4/18/2019 DTX	4800	1147.62	23.9%	803.33	0	344.29	0 0037249	W084495396
AR	AV-WW-C0439722	2/10/2019	4/18/2019 DTX	4800	1113.87	23.2%	779.71	0	334.16	0 0037249	W084495396
AR	AV-WW-C0439722	2/11/2019	4/18/2019 DTX	4800	1113.87	23.2%	779.71	0	334.16	0 0037249	W084495396
AR	AV-WW-C0439723	2/12/2019	4/18/2019 DTX	4800	1113.87	23.2%	779.71	0	334.16	0 0037249	W084495396
AR	AV-WW-C0439723	2/13/2019	4/18/2019 DTX	4800	1113.87	23.2%	779.71	0	334.16	0 0037249	W084495396
AR	AV-WW-C0439724	2/14/2019	4/18/2019 RTC	4200	432.26	10.3%	302.58	0	129.68	0 0037249	W084495396
AR	AV-WW-C0439724	2/15/2019	4/18/2019 RTC	4200	432.26	10.3%	302.58	0	129.68	0 0037249	W084495396
AR	AV-WW-C0439725	2/16/2019	4/18/2019 RTC	4200	432.26	10.3%	302.58	0	129.68	0 0037249	W084495396
AR	AV-WW-C0448401	2/17/2019	4/18/2019 RTC	4200	432.26	10.3%	302.58	0	129.68	0 0037249	W084495396
AR	AV-WW-C0448401	2/18/2019	4/18/2019 RTC	4200	432.26	10.3%	302.58	0	129.68	0 0037249	W084495396
AR	AV-WW-C0448402	2/19/2019	4/18/2019 RTC	4200	432.26	10.3%	302.58	0	129.68	0 0037249	W084495396
AR	AV-WW-C0448402	2/20/2019	4/18/2019 RTC	4200	432.26	10.3%	302.58	0	129.68	0 0037249	W084495396
AR	AV-WW-C0448403	2/21/2019	4/18/2019 RTC	4200	432.26	10.3%	302.58	0	129.68	0 0037249	W084495396

AR	AV-WW-C0448403	2/22/2019	4/18/2019	RTC	4200	432.26	10.3%	302.58	0	129.68	0 0037249	W084495396
AR	AV-WW-C0448404	2/23/2019	4/18/2019	RTC	4200	432.26	10.3%	302.58	0	129.68	0 0037249	W084495396
AR	AV-WW-C0454737	2/24/2019	4/18/2019	RTC	4200	432.26	10.3%	302.58	0	129.68	0 0037249	W084495396
AR	AV-WW-C0454737	2/25/2019	4/18/2019	RTC	4200	432.26	10.3%	302.58	0	129.68	0 0037249	W084495396
AR	AV-WW-C0454738	2/26/2019	4/18/2019	RTC	4200	432.26	10.3%	302.58	0	129.68	0 0037249	W084495396
AR	AV-WW-C0454738	2/27/2019	4/18/2019	RTC	4200	432.26	10.3%	302.58	0	129.68	0 0037249	W084495396
AR	AV-WW-C0454739	2/28/2019	4/18/2019	RTC	4200	432.26	10.3%	302.58	0	129.68	0 0037249	W084495396
AR	AV-WW-C0454739	3/1/2019	4/18/2019	RTC	4200	432.26	10.3%	302.58	0	129.68	0 0037249	W084495396
AR	AV-WW-C0457223	3/2/2019	4/18/2019	RTC	4200	432.26	10.3%	302.58	0	129.68	0 0037249	W084495396
AR	AV-WW-C0462590	3/3/2019	4/18/2019	RTC	4200	432.26	10.3%	302.58	0	129.68	0 0037249	W084495396
AR	AV-WW-C0462590	3/4/2019	4/18/2019	RTC	4200	432.26	10.3%	302.58	0	129.68	0 0037249	W084495396
AR	AV-WW-C0462591	3/5/2019	4/18/2019	RTC	4200	432.26	10.3%	302.58	0	129.68	0 0037249	W084495396
AR	AV-WW-C0462591	3/6/2019	4/18/2019	RTC	4200	432.26	10.3%	302.58	0	129.68	0 0037249	W084495396
AR	AV-WW-C0462592	3/7/2019	4/18/2019	RTC	4200	432.26	10.3%	302.58	0	129.68	0 0037249	W084495396
AR	AV-WW-C0462592	3/8/2019	4/18/2019	RTC	4200	432.26	10.3%	302.58	0	129.68	0 0037249	W084495396
AR	AV-WW-C0463877	3/9/2019	4/18/2019	RTC	4200	432.26	10.3%	302.58	0	129.68	0 0037249	W084495396
AR	AV-WW-C0470549	3/10/2019	4/18/2019	RTC	4200	432.26	10.3%	302.58	0	129.68	0 0037249	W084495396
AR	AV-WW-C0470549	3/11/2019	4/18/2019	RTC	4200	432.26	10.3%	302.58	0	129.68	0 0037249	W084495396
AR	AV-WW-C0470550	3/12/2019	4/18/2019	RTC	4200	432.26	10.3%	302.58	0	129.68	0 0037249	W084495396
AR	AV-WW-C0470551	3/13/2019	4/18/2019	PHP	2275	351.62	15.5%	246.13	0	105.49	0 0037249	W084495396
AR	AV-WW-C0470551	3/14/2019	4/18/2019	PHP	2275	351.62	15.5%	246.13	0	105.49	0 0037249	W084495396
AR	AV-WW-C0470551	3/15/2019	4/18/2019	PHP	2275	351.62	15.5%	246.13	0	105.49	0 0037249	W084495396
AR	AV-WW-C0470551	3/16/2019	4/18/2019	PHP	2275	351.62	15.5%	246.13	0	105.49	0 0037249	W084495396
AR	AV-WW-C0481118	3/17/2019	4/18/2019	PHP	2275	351.62	15.5%	246.13	0	105.49	0 0037249	W084495396
AR	AV-WW-C0481118	3/18/2019	4/18/2019	PHP	2275	351.62	15.5%	246.13	0	105.49	0 0037249	W084495396
AR	AV-WW-C0481118	3/19/2019	4/18/2019	PHP	2275	351.62	15.5%	246.13	0	105.49	0 0037249	W084495396
AR	AV-WW-C0481118	3/20/2019	4/18/2019	PHP	2275	351.62	15.5%	246.13	0	105.49	0 0037249	W084495396
AR	AV-WW-C0481119	3/21/2019	4/18/2019	PHP	2275	351.62	15.5%	246.13	0	105.49	0 0037249	W084495396
AR	AV-WW-C0481119	3/22/2019	4/18/2019	PHP	2275	351.62	15.5%	246.13	0	105.49	0 0037249	W084495396
AR	AV-WW-C0952708	3/23/2019	4/18/2019	PHP	2275	39.11	1.7%	27.38	0	11.73	0 0037249	W084495396
AR	AV-WW-C0952810	3/24/2019	4/18/2019	Group Psyc	1500	99.52	6.6%	69.66	0	29.86	0 0037249	W084495396
AR	AV-WW-C0488823	3/25/2019	4/18/2019	PHP	2275	351.62	15.5%	246.13	0	105.49	0 0037249	W084495396
AR	AV-WW-C0488823	3/26/2019	4/18/2019	PHP	2275	351.62	15.5%	246.13	0	105.49	0 0037249	W084495396
AR	AV-WW-C0488823	3/27/2019	4/18/2019	PHP	2275	351.62	15.5%	246.13	0	105.49	0 0037249	W084495396
AR	AV-WW-C0488823	3/28/2019	4/18/2019	PHP	2275	351.62	15.5%	246.13	0	105.49	0 0037249	W084495396
AR	AV-WW-C0488824	3/29/2019	4/18/2019	PHP	2275	351.62	15.5%	246.13	0	105.49	0 0037249	W084495396
AR	AV-WW-C0488824	3/30/2019	4/18/2019	PHP	2275	351.62	15.5%	246.13	0	105.49	0 0037249	W084495396
AR	AV-WW-C0491520	3/31/2019	4/18/2019	Group Psyc	750	27.36	3.6%	19.15	0	8.21	0 0037249	W084495396
AR	AV-WW-C0502148	4/1/2019	4/18/2019	PHP	2275	351.62	15.5%	246.13	0	105.49	0 0037249	W084495396
AR	AV-WW-C0502149	4/2/2019	4/18/2019	PHP	2275	351.62	15.5%	246.13	0	105.49	0 0037249	W084495396

AR	AV-WW-C0502149	4/3/2019	4/18/2019	PHP	2275	351.62	15.5%	246.13	0	105.49	0 0037249	W084495396
AR	AV-WW-C0502149	4/4/2019	4/18/2019	PHP	2275	351.62	15.5%	246.13	0	105.49	0 0037249	W084495396
AR	AV-WW-C0502149	4/5/2019	4/18/2019	PHP	2275	351.62	15.5%	246.13	0	105.49	0 0037249	W084495396
AR	AV-WW-C0502150	4/6/2019	4/18/2019	PHP	2275	351.62	15.5%	246.13	0	105.49	0 0037249	W084495396
AR	AV-WW-C0511685	4/7/2019	4/18/2019	Group Psys	1500	27.36	1.8%	19.15	0	8.21	0 0037249	W084495396
AR	AV-WW-C0508298	4/8/2019	4/18/2019	PHP	2275	351.62	15.5%	246.13	0	105.49	0 0037249	W084495396
AR	AV-WW-C0508299	4/9/2019	4/18/2019	IOP	1600	199.15	12.4%	139.4	0	59.75	0 0037249	W084495396
AR	AV-WW-C0508299	4/10/2019	4/18/2019	IOP	1600	199.15	12.4%	139.4	0	59.75	0 0037249	W084495396
AR	AV-WW-C0508299	4/11/2019	4/18/2019	IOP	1600	199.15	12.4%	139.4	0	59.75	0 0037249	W084495396
AR	AV-WW-C0508299	4/12/2019	4/18/2019	IOP	1600	199.15	12.4%	139.4	0	59.75	0 0037249	W084495396
AR	AV-WW-C0508299	4/13/2019	4/18/2019	IOP	1600	199.15	12.4%	139.4	0	59.75	0 0037249	W084495396
AR	AV-WW-C0516584	4/14/2019	4/18/2019	IOP	1600	199.15	12.4%	139.4	0	59.75	0 0037249	W084495396
AR	AV-WW-C0516584	4/15/2019	4/18/2019	IOP	1600	199.15	12.4%	139.4	0	59.75	0 0037249	W084495396
AR	AV-WW-C0516584	4/16/2019	4/18/2019	IOP	1600	199.15	12.4%	139.4	0	59.75	0 0037249	W084495396
AR	AV-WW-C0516584	4/17/2019	4/18/2019	IOP	1600	199.15	12.4%	139.4	0	59.75	0 0037249	W084495396
AR	AV-WW-C0516584	4/18/2019	4/18/2019	IOP	1600	199.15	12.4%	139.4	0	59.75	0 0037249	W084495396
TS	AV-WW-C0463878	3/7/2019	5/18/2019	DTX	4800	1136.135	23.7%	795.295	0	340.84	0 0039863	W251693429
TS	AV-WW-C0463878	3/8/2019	5/18/2019	DTX	4800	1136.135	23.7%	795.295	0	340.84	0 0039863	W251693429
TS	AV-WW-C0463879	3/9/2019	5/18/2019	DTX	4800	1170.57	24.4%	819.4	0	351.17	0 0039863	W251693429
TS	AV-WW-C0470553	3/10/2019	5/18/2019	DTX	4800	3007.41	62.7%	2105.19	0	902.22	0 0039863	W251693429
TS	AV-WW-C0470553	3/11/2019	5/18/2019	DTX	4800	3007.41	62.7%	2105.19	0	902.22	0 0039863	W251693429
TS	AV-WW-C0470554	3/12/2019	5/18/2019	DTX	4800	3445.15	71.8%	2411.6	0	1033.55	0 0039863	W251693429
TS	AV-WW-C0470555	3/13/2019	5/18/2019	RTC	4200	432.26	10.3%	0	432.26	0	0 0039863	W251693429
TS	AV-WW-C0470555	3/14/2019	5/18/2019	RTC	4200	432.26	10.3%	0	432.26	0	0 0039863	W251693429
TS	AV-WW-C0470556	3/15/2019	5/18/2019	RTC	4200	432.26	10.3%	0	432.26	0	0 0039863	W251693429
TS	AV-WW-C0470556	3/16/2019	5/18/2019	RTC	4200	432.26	10.3%	0	432.26	0	0 0039863	W251693429
TS	AV-WW-C0480683	3/17/2019	5/18/2019	RTC	4200	432.26	10.3%	302.58	0	129.68	0 0039863	W251693429
TS	AV-WW-C0480683	3/18/2019	5/18/2019	RTC	4200	432.26	10.3%	302.58	0	129.68	0 0039863	W251693429
TS	AV-WW-C0480684	3/19/2019	5/18/2019	RTC	4200	432.26	10.3%	302.58	0	129.68	0 0039863	W251693429
TS	AV-WW-C0480684	3/20/2019	5/18/2019	RTC	4200	432.26	10.3%	302.58	0	129.68	0 0039863	W251693429
TS	AV-WW-C0480685	3/21/2019	5/18/2019	RTC	4200	432.26	10.3%	302.58	0	129.68	0 0039863	W251693429
TS	AV-WW-C0480685	3/22/2019	5/18/2019	RTC	4200	432.26	10.3%	302.58	0	129.68	0 0039863	W251693429
TS	AV-WW-C0480686	3/23/2019	5/18/2019	RTC	4200	432.26	10.3%	302.58	0	129.68	0 0039863	W251693429
TS	AV-WW-C0487874	3/24/2019	5/18/2019	RTC	4200	432.26	10.3%	302.58	0	129.68	0 0039863	W251693429
TS	AV-WW-C0487874	3/25/2019	5/18/2019	RTC	4200	432.26	10.3%	302.58	0	129.68	0 0039863	W251693429
TS	AV-WW-C0487875	3/26/2019	5/18/2019	RTC	4200	432.26	10.3%	302.58	0	129.68	0 0039863	W251693429
TS	AV-WW-C0487875	3/27/2019	5/18/2019	RTC	4200	432.26	10.3%	302.58	0	129.68	0 0039863	W251693429
TS	AV-WW-C0487876	3/28/2019	5/18/2019	RTC	4200	432.26	10.3%	302.58	0	129.68	0 0039863	W251693429
TS	AV-WW-C0487876	3/29/2019	5/18/2019	RTC	4200	432.26	10.3%	302.58	0	129.68	0 0039863	W251693429
TS	AV-WW-C0487877	3/30/2019	5/18/2019	RTC	4200	432.26	10.3%	302.58	0	129.68	0 0039863	W251693429

TS	AV-WW-C0489950	3/31/2019	5/18/2019 RTC	4200	2604	62.0%	1822.8	0	781.2	0 0039863	W251693429
TS	AV-WW-C0497711	4/1/2019	5/18/2019 RTC	4200	432.26	10.3%	302.58	0	129.68	0 0039863	W251693429
TS	AV-WW-C0497711	4/2/2019	5/18/2019 RTC	4200	432.26	10.3%	302.58	0	129.68	0 0039863	W251693429
TS	AV-WW-C0497712	4/3/2019	5/18/2019 RTC	4200	432.26	10.3%	302.58	0	129.68	0 0039863	W251693429
TS	AV-WW-C0497712	4/4/2019	5/18/2019 RTC	4200	432.26	10.3%	302.58	0	129.68	0 0039863	W251693429
TS	AV-WW-C0497713	4/5/2019	5/18/2019 RTC	4200	432.26	10.3%	302.58	0	129.68	0 0039863	W251693429
TS	AV-WW-C0502151	4/6/2019	5/18/2019 PHP	2275	351.62	15.5%	246.13	0	105.49	0 0039863	W251693429
TS	AV-WW-C0505985	4/7/2019	5/18/2019 PHP	2275	351.62	15.5%	246.13	0	105.49	0 0039863	W251693429
TS	AV-WW-C0505985	4/8/2019	5/18/2019 PHP	2275	351.62	15.5%	246.13	0	105.49	0 0039863	W251693429
TS	AV-WW-C0505985	4/9/2019	5/18/2019 PHP	2275	351.62	15.5%	246.13	0	105.49	0 0039863	W251693429
TS	AV-WW-C0505985	4/10/2019	5/18/2019 PHP	2275	351.62	15.5%	246.13	0	105.49	0 0039863	W251693429
TS	AV-WW-C0505986	4/12/2019	5/18/2019 PHP	2275	351.62	15.5%	246.13	0	105.49	0 0039863	W251693429
TS	AV-WW-C0505986	4/13/2019	5/18/2019 PHP	2275	351.62	15.5%	246.13	0	105.49	0 0039863	W251693429
TS	AV-WW-C0516586	4/14/2019	5/18/2019 PHP	2275	351.62	15.5%	246.13	0	105.49	0 0039863	W251693429
TS	AV-WW-C0516586	4/15/2019	5/18/2019 PHP	2275	351.62	15.5%	246.13	0	105.49	0 0039863	W251693429
TS	AV-WW-C0516586	4/16/2019	5/18/2019 PHP	2275	351.62	15.5%	246.13	0	105.49	0 0039863	W251693429
TS	AV-WW-C0516587	4/17/2019	5/18/2019 PHP	2275	351.62	15.5%	246.13	0	105.49	0 0039863	W251693429
TS	AV-WW-C0516587	4/18/2019	5/18/2019 PHP	2275	351.62	15.5%	246.13	0	105.49	0 0039863	W251693429
TS	AV-WW-C0516587	4/19/2019	5/18/2019 PHP	2275	351.62	15.5%	246.13	0	105.49	0 0039863	W251693429
TS	AV-WW-C0516587	4/20/2019	5/18/2019 PHP	2275	351.62	15.5%	246.13	0	105.49	0 0039863	W251693429
TS	AV-WW-C0535791	4/28/2019	5/18/2019 PHP	2275	351.62	15.5%	246.13	0	105.49	0 0039863	W251693429
TS	AV-WW-C0535791	4/29/2019	5/18/2019 PHP	2275	351.62	15.5%	246.13	0	105.49	0 0039863	W251693429
TS	AV-WW-C0535791	4/30/2019	5/18/2019 PHP	2275	351.62	15.5%	246.13	0	105.49	0 0039863	W251693429
TS	AV-WW-C0535791	5/1/2019	5/18/2019 PHP	2275	351.62	15.5%	246.13	0	105.49	0 0039863	W251693429
TS	AV-WW-C0535792	5/2/2019	5/18/2019 PHP	2275	351.62	15.5%	246.13	0	105.49	0 0039863	W251693429
TS	AV-WW-C0535792	5/3/2019	5/18/2019 PHP	2275	351.62	15.5%	246.13	0	105.49	0 0039863	W251693429
TS	AV-WW-C0550259	5/6/2019	5/18/2019 IOP	1600	199.15	12.4%	139.4	0	59.75	0 0039863	W251693429
TS	AV-WW-C0550259	5/8/2019	5/18/2019 IOP	1600	199.15	12.4%	139.4	0	59.75	0 0039863	W251693429
TS	AV-WW-C0560576	5/13/2019	5/18/2019 IOP	1600	199.15	12.4%	139.4	0	59.75	0 0039863	W251693429
TS	AV-WW-C0560576	5/16/2019	5/18/2019 IOP	1600	199.15	12.4%	139.4	0	59.75	0 0039863	W251693429
TS	AV-WW-C0578926	5/18/2019	5/18/2019 Group Psyc	750	27.36	3.6%	19.15	0	8.21	0 0039863	W251693429
TS	AV-WW-C0576672	5/29/2019	6/29/2019 DTX	4800	1136.135	23.7%	795.295	0	340.84	0 0047906	W251693429
TS	AV-WW-C0576672	5/30/2019	6/29/2019 DTX	4800	1136.135	23.7%	795.295	0	340.84	0 0047906	W251693429
TS	AV-WW-C0576673	5/31/2019	6/29/2019 DTX	4800	1185.6	24.7%	829.92	0	355.68	0 0047906	W251693429
TS	AV-WW-C0587234	6/1/2019	6/29/2019 DTX	4800	1170.57	24.4%	819.4	0	351.17	0 0047906	W251693429
TS	AV-WW-C0587441	6/2/2019	6/29/2019 DTX	4800	1185.6	24.7%	829.92	0	355.68	0 0047906	W251693429
TS	AV-WW-C0587441	6/3/2019	6/29/2019 DTX	4800	1185.6	24.7%	829.92	0	355.68	0 0047906	W251693429
TS	AV-WW-C0587442	6/4/2019	6/29/2019 RTC	4200	2604	62.0%	1822.8	0	781.2	0 0047906	W251693429
TS	AV-WW-C0587442	6/5/2019	6/29/2019 RTC	4200	2604	62.0%	1822.8	0	781.2	0 0047906	W251693429
TS	AV-WW-C0587443	6/6/2019	6/29/2019 RTC	4200	2604	62.0%	1822.8	0	781.2	0 0047906	W251693429

TS	AV-WW-C0587443	6/7/2019	6/29/2019	RTC	4200	2604	62.0%	1822.8	0	781.2	0 0047906	W251693429
TS	AV-WW-C0587444	6/8/2019	6/29/2019	RTC	4200	2406	57.3%	1684.2	0	721.8	0 0047906	W251693429
TS	AV-WW-C0598067	6/9/2019	6/29/2019	RTC	4200	2604	62.0%	1822.8	0	781.2	0 0047906	W251693429
TS	AV-WW-C0598067	6/10/2019	6/29/2019	RTC	4200	2604	62.0%	1822.8	0	781.2	0 0047906	W251693429
TS	AV-WW-C0598068	6/11/2019	6/29/2019	RTC	4200	2604	62.0%	1822.8	0	781.2	0 0047906	W251693429
TS	AV-WW-C0598068	6/12/2019	6/29/2019	RTC	4200	2604	62.0%	1822.8	0	781.2	0 0047906	W251693429
TS	AV-WW-C0598069	6/13/2019	6/29/2019	RTC	4200	2604	62.0%	1822.8	0	781.2	0 0047906	W251693429
TS	AV-WW-C0598069	6/14/2019	6/29/2019	RTC	4200	2604	62.0%	1822.8	0	781.2	0 0047906	W251693429
TS	AV-WW-C0598070	6/15/2019	6/29/2019	RTC	4200	2604	62.0%	1822.8	0	781.2	0 0047906	W251693429
TS	AV-WW-C0607345	6/16/2019	6/29/2019	RTC	4200	2505	59.6%	1753.5	0	751.5	0 0047906	W251693429
TS	AV-WW-C0607345	6/17/2019	6/29/2019	RTC	4200	2505	59.6%	1753.5	0	751.5	0 0047906	W251693429
TS	AV-WW-C0607346	6/18/2019	6/29/2019	RTC	4200	2604	62.0%	1822.8	0	781.2	0 0047906	W251693429
TS	AV-WW-C0607346	6/19/2019	6/29/2019	RTC	4200	2604	62.0%	1822.8	0	781.2	0 0047906	W251693429
TS	AV-WW-C0607347	6/20/2019	6/29/2019	RTC	4200	2604	62.0%	1822.8	0	781.2	0 0047906	W251693429
TS	AV-WW-C0607347	6/21/2019	6/29/2019	RTC	4200	2604	62.0%	1822.8	0	781.2	0 0047906	W251693429
TS	AV-WW-C0607348	6/22/2019	6/29/2019	RTC	4200	2604	62.0%	1822.8	0	781.2	0 0047906	W251693429
TS	AV-WW-C0616404	6/23/2019	6/29/2019	RTC	4200	2604	62.0%	1822.8	0	781.2	0 0047906	W251693429
TS	AV-WW-C0616404	6/24/2019	6/29/2019	RTC	4200	2604	62.0%	1822.8	0	781.2	0 0047906	W251693429
TS	AV-WW-C0616405	6/25/2019	6/29/2019	RTC	4200	2604	62.0%	1822.8	0	781.2	0 0047906	W251693429
TS	AV-WW-C0616406	6/26/2019	6/29/2019	RTC	4200	2604	62.0%	1822.8	0	781.2	0 0047906	W251693429
TS	AV-WW-C0616406	6/27/2019	6/29/2019	RTC	4200	2604	62.0%	1822.8	0	781.2	0 0047906	W251693429
TS	AV-WW-C0616407	6/28/2019	6/29/2019	RTC	4200	2604	62.0%	1822.8	0	781.2	0 0047906	W251693429
TS	AV-WW-C0616408	6/29/2019	6/29/2019	RTC	4200	2604	62.0%	1822.8	0	781.2	0 0047906	W251693429
SS	AV-WW-C0934318	3/2/2020	3/27/2020	DTX	4800	1182.44	24.6%	827.71	0	354.73	0 0072597	W235154535
SS	AV-WW-C0934319	3/3/2020	3/27/2020	DTX	4800	1182.44	24.6%	827.71	0	354.73	0 0072597	W235154535
SS	AV-WW-C0934320	3/4/2020	3/27/2020	DTX	4800	1182.44	24.6%	827.71	0	354.73	0 0072597	W235154535
SS	AV-WW-C0934321	3/5/2020	3/27/2020	DTX	4800	1182.44	24.6%	827.71	0	354.73	0 0072597	W235154535
SS	AV-WW-C0934322	3/6/2020	3/27/2020	DTX	4800	1182.44	24.6%	827.71	0	354.73	0 0072597	W235154535
SS	AV-WW-C0934323	3/7/2020	3/27/2020	DTX	4800	1182.44	24.6%	827.71	0	354.73	0 0072597	W235154535
SS	AV-WW-C0942453	3/8/2020	3/27/2020	DTX	4800	1182.44	24.6%	827.71	0	354.73	0 0072597	W235154535
SS	AV-WW-C0942454	3/9/2020	3/27/2020	DTX	4800	1182.44	24.6%	827.71	0	354.73	0 0072597	W235154535
SS	AV-WW-C0942455	3/10/2020	3/27/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0 0072597	W235154535
SS	AV-WW-C0942456	3/11/2020	3/27/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0 0072597	W235154535
SS	AV-WW-C0942457	3/12/2020	3/27/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0 0072597	W235154535
SS	AV-WW-C0942458	3/13/2020	3/27/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0 0072597	W235154535
SS	AV-WW-C0942459	3/14/2020	3/27/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0 0072597	W235154535
SS	AV-WW-C0949702	3/15/2020	3/27/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0 0072597	W235154535
SS	AV-WW-C0949703	3/16/2020	3/27/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0 0072597	W235154535
SS	AV-WW-C0949704	3/17/2020	3/27/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0 0072597	W235154535
SS	AV-WW-C0949705	3/18/2020	3/27/2020	RTC	4200	705.76	16.8%	494.03	0	211.73	0 0072597	W235154535

SS	AV-WW-C0949706	3/19/2020	3/27/2020 RTC	4200	705.76	16.8%	494.03	0	211.73	0 0072597	W235154535
SS	AV-WW-C0949707	3/20/2020	3/27/2020 RTC	4200	705.76	16.8%	494.03	0	211.73	0 0072597	W235154535
SS	AV-WW-C0949708	3/21/2020	3/27/2020 RTC	4200	705.76	16.8%	494.03	0	211.73	0 0072597	W235154535
SS	AV-WW-C0957953	3/22/2020	3/27/2020 RTC	4200	705.76	16.8%	494.03	0	211.73	0 0072597	W235154535
SS	AV-WW-C0957954	3/23/2020	3/27/2020 RTC	4200	441.1	10.5%	308.77	0	132.33	0 0072597	W235154535
SS	AV-WW-C0957955	3/24/2020	3/27/2020 RTC	4200	705.76	16.8%	494.03	0	211.73	0 0072597	W235154535
SS	AV-WW-C0957956	3/25/2020	3/27/2020 RTC	4200	1004.64	23.9%	703.25	0	301.39	0 0072597	W235154535
SS	AV-WW-C0957957	3/26/2020	3/27/2020 RTC	4200	705.76	16.8%	494.03	0	211.73	0 0072597	W235154535
SS	AV-WW-C0957958	3/27/2020	3/27/2020 RTC	4200	705.76	16.8%	494.03	0	211.73	0 0072597	W235154535
				2084225	447454.81	21.1%	310278.28	6578.09	130598.44	0	